

**FEE-FOR-SERVICE AGREEMENT WITH  
HORIZON SERVICES, 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 HORIZON SERVICES INC., hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug treatment services in accordance with state and federal laws, regulations, and funding mandates.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

**1. Exhibits and Attachments**

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

Exhibit A: Center for Substance Abuse Treatment (CSAT) HIV "Door-to-Treatment" Services and Rates of Payment for Those Services.

Exhibit B: Outcome Based Management (OBM) and Budgeting Responsibilities

Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	HIV/AIDS Services
Attachment 4:	Payment Procedures
Attachment 5:	Monitoring Procedures
Attachment 6:	Program Specific Requirements
Attachment 7:	Equal Benefits Compliance
Attachment 8:	Additional State Negotiated Net Amount (NNA) Requirements

**EXHIBIT A (Fee-For-Service Agreement)**  
**Center For Substance Abuse Treatment HIV “Door-to-Treatment” Funded  
Alcohol and Drug Treatment Services  
HORIZON SERVICES, INC.  
January 1, 2003 through June 30, 2003**

These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including 1) women and 2) adolescents, 3) men who inject drugs, 4) men who have sex with men, and 5) individuals released from incarceration within the past two years. Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-Treatment” grant. Contractor shall provide these alcohol and drug treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. . Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

**I. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED “DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES**

Admit to Contractor’s residential alcohol and drug detoxification services, individuals who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant. Contractor will provide the following services for the period January 1, 2003 through June 30, 2003:

- A. Residential Alcohol and Drug Detoxification Services:  
Contractor will operate a social model detoxification program. The maximum length of stay in a social model detoxification program is twenty-one (21) days without prior approval of the Alcohol and Drug Services Manager. Maximum length of stay is the maximum amount of time the County will fund treatment services, per individual, per modality. The following services are part of Contractor’s basic residential alcohol and drug detoxification program:
1. Provide program participants with alcohol and drug education classes, including video presentations. Each program participant will be provided a minimum of three (3) alcohol and drug education classes.
  2. Provide referral services to program participants who would benefit from continuing alcohol and drug recovery services

following detoxification. A referral is defined as a direct contact between the referred program participant and the agency/program to which the program participant is referred.

3. Provide transportation to all program participants as needed. This will include transporting program participants to on-going treatment programs, to and from medical appointments and/or other agencies when required, and to and from Alcoholics Anonymous and Narcotics Anonymous meetings.
4. Program participants will stay at the program an average of three (3) to five (5) days and no longer than twenty-one (21) days.

## **II. CSAT/HIV “DOOR-TO-TREATMENT” REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to CSAT/HIV “Door-to-Treatment” program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. 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 CSATA/HIV “Door-to-Treatment” 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.
- B. All payments under this Agreement must directly support services specified in this Agreement

## **III. CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV “Door-to-Treatment” 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 THIRTY-SEVEN THOUSAND FIVE HUNDRED (\$37,500), for the period January

1, 2003 through June 30, 2003. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. Alcohol and Drug Treatment Services Rates of Payment:  
From the aggregate funds County shall pay Contractor at the following rates:
  - 1. \$107.00 per bed day for residential alcohol and drug detoxification services, including food, shelter and other basic needs; and
  
- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV "Door-to-Treatment" alcohol and drug treatment services.
  
- C. Contractor's monthly itemized bill will include the following:
  - 1. Name of program participant receiving CSAT/HIV "Door-to-Treatment" funded services, and the name of the referring County Alcohol and Drug Social Worker.
  
  - 2. Dates services were provided, the number of bed days provided for residential, broken down by program participant.
  
  - 3. Total amount of the bill for each month, by modality.
  
  - 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.

**2. Services to be Performed by Contractor**

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500) for Center for Substance Abuse Treatment (CSAT)/HIV "Door-to-Treatment" alcohol and drug treatment services described in Exhibit A for the period January 1, 2003 through June 30, 2003.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachment 4 herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.

G. Treatment Services For Which Payment is Made Under This Agreement

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services.

In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

**4. Relationship of Parties**

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

**5. Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damages to any property of any kind whatsoever and to whomever belonging, or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees and servants, resulting from the performance of any work required of Contractor or payments made pursuant to the Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**6. Insurance**

A. Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained and such insurance has been approved by the Director of the Human Services Agency and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

1) Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

2) Liability Insurance

Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her/it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself/itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Automobile Liability.....\$1,000,000
- (c) Professional Liability.....\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.



In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**7. Non-Discrimination**

Contractor shall comply with the non-discrimination requirements described below:

A. Section 504 of the Rehabilitation Act of 1973

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. Non-Discrimination - General

No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. Non-Discrimination - Employment

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal opportunity employment policies shall be made available to County upon request.

D. Equal Benefits Ordinance Compliance

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph; and/or
- b) Set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

**8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E. Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual, which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

**9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

**10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

**11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, and quality assurance.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Entire Agreement**

A. This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

B. This Agreement is not a representation or indication of subsequent funding or contracting for the services described herein. The levels of services and payments set forth in this Agreement are not necessarily inclusive of start-up costs, or computed on an annualized basis.

**13. Interpretation and Enforcement**

A. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

B. Meet and Confer/Mediation

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

A. Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2003 through June 30, 2003.

B. This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

- (1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002

(2) in the case of Contractor, to:  
Horizon Services, Inc.  
P.O. Box 4217  
Hayward, CA 94540

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

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

ATTEST:

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

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

HORIZON SERVICES, INC.

\_\_\_\_\_  
Name, Title - Print

\_\_\_\_\_  
Signature

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

**FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT WITH  
DAYTOP VILLAGE, 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 DAYTOP VILLAGE, 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: Section 1 of the body of the Agreement is amended to read as follows:**

- Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit B: Outcome Based Management (OBM) and Budgeting Responsibilities
- Exhibit C: **Center for Substance Abuse Treatment (CSAT) HIV "Door-to-Treatment" Services and Rates of Payment for Those Services.**

**CHANGE #2: Section 3.A. of the body of the Agreement is amended to read as follows:**

- 1) **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)** for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.
- 2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.
- 3) **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500)** for CSAT HIV "Door-to-Treatment" services described in Exhibit D for the period January 1, 2003 through June 30, 2003.

**CHANGE #3: Delete introductory paragraph from Section III of Exhibit A, and insert revised introductory paragraph to read as follows:**

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT:**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17.

**CHANGE #4: Insert new Exhibit C attached hereto and incorporated by reference herein.**

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

1. The Agreement of October 22, 2002 be amended as set forth herein.
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.



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: \_\_\_\_\_

DAYTOP VILLAGE, INC.

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

\_\_\_\_\_  
Signature

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

March 19, 2003

Daytop Village, Inc.  
Att: Orville Roache, Administrator  
631 Woodside Road  
Redwood City, CA 94061

Dear Mr. Roache:

Enclosed is the first amendment to the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This first amendment adds additional Proposition 36 funding, and new CSAT HIV services for the period January 1, 2003 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/Belmont/CA 94002. If you have questions, please contact your program liaison, Larry Bogatz (802-6571) or myself at (650) 802-6418 (Monday through Thursday).

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Larry Bogatz, Program Liaison  
Diana Campos Gomez, Alcohol and Drug Services  
File

**EXHIBIT C (Fee-For-Service Agreement)**  
**Center For Substance Abuse Treatment HIV “Door-to-Treatment” Funded  
Alcohol and Drug Treatment Services  
DAYTOP VILLAGE, INC.  
January 1, 2003 through June 30, 2003**

These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including: 1) women, 2) adolescents, 3) men who inject drugs, 4) men who have sex with men, and 5) individuals released from incarceration within the past two years. Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-treatment” grant. Contractor shall provide adult and adolescent residential alcohol and drug treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

**I. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED “DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES**

Admit to Contractor’s alcohol and drug treatment services, program participants who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant. Contractor will provide the following CSAT HIV “Door-to-Treatment” alcohol and drug treatment services for the period January 1, 2003 through June 30, 2003:

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

Contractor will provide the following adult residential alcohol and drug treatment services:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, food, shelter and other basic needs, treatment planning (in conjunction with the program participant), clinical/case management, addiction education and intervention, relapse prevention and aftercare planning, urine screening, and follow-up at 3-months and 9-months after intake for each program participant.
2. A structured 6 to 12 month program including group and individual counseling to address recovery issues including: drug/alcohol use history, behavioral therapy, co-occurring disorder, family history, relationships, anti-social and/or

criminal thinking and behavior, legal issues, social skills, education and vocational needs, on-site family services and psychopharmacological interventions.

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

B. Adult Alcohol and Drug Day Treatment Services:

Contractor will provide the following adult alcohol and drug day treatment services:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), relapse prevention, aftercare planning, urine screening, and follow-up at 3-months and 9-months after intake for each program participant.
2. Contractor's basic day treatment services will include a minimum of 2 individual and 12 group counseling sessions per month, per program participant, transportation to and from Contractor's facility if needed.
3. Curriculum will include: treatment planning, individual and group counseling, didactic and experiential learning, substance abuse education, denial, family dysfunction, criminal thinking, the disease model of addiction, co-dependency, the effects of addiction on families, relapse and recovery, cravings and abstinence, and introduction to 12-step models of AA and NA.
4. Access to ancillary services which may include: transportation, legal support, HIV/AIDS testing and education, health and mental health care, literacy assistance and supportive educational training, and job search.

C. Adolescent Residential Alcohol and Drug Treatment Services:

Contractor will provide the following adolescent residential alcohol and drug treatment services:

1. Intake, assessment (using the Addiction Severity Index [ASI]), individual treatment plan (in conjunction with the program participant), recovery planning, individual and group counseling, family counseling for families of program

participants, case management services, follow-up at 3 months and 9 months after intake for each program participant.

2. Develop an aftercare plan with each program participant prior to participant's completion of program. Plan will include support for continued recovery, relapse prevention, education, aftercare planning, and continuing linkages with community services.
3. Review all medical needs of program participants and make referrals as required.
4. Provide program participants with a minimum of twenty (20) hours of structured programming per week.
5. Provide or facilitate at least one alcohol and drug free socialization activity for participants.
6. Make available ancillary support services including HIV/AIDS testing and education, literacy assessment and training, and basic education assessment and instruction.
7. Make accessible twelve-step groups, including Alcoholics Anonymous (AA), and Narcotics Anonymous (NA).

D. Adolescent Alcohol and Drug Day Treatment Services:

Contractor will provide the following adolescent alcohol and drug day treatment services:

1. Intake, assessment (using the Addiction Severity Index [ASI]), individual treatment plan (in conjunction with the program participant), aftercare planning, individual and group counseling, family counseling for families of program participants, case management services, follow-up at 3 months and 9 months after intake for each program participant.
2. Contractor will provide adolescent day treatment services six (6) days per week, nine (9) hours per day on school days, three (3) hours per day on non-school days, including:
  - a. Up to nine (9) hours of structured programming per week (not including education hours);

- b. up to six (6) hours of general education assessment and instruction; and
  - c. up to six (6) hours of special education assessment and instruction.
3. Contractor's program curriculum will include: individual and group counseling, family counseling (for families of program participants); HIV/AIDS support services including individual and group HIV/AIDS counseling, medical follow-up, testing and education; and aftercare counseling for program participants and their families prior to the program participant's completion of program. The aftercare plan will include support for continued recovery, relapse prevention, education, and linkages with HIV/AIDS community services.
  4. Make accessible twelve-step groups, including Alcoholics Anonymous, and Narcotics Anonymous.
  5. Review all medical needs of program participants and make referrals as required.
  6. Provide or facilitate at least one alcohol- and drug-free socialization activity for participants.
  7. Provide program participants with a minimum of twenty (20) hours of structured programming per week.

**II. CSAT/HIV "DOOR-TO-TREATMENT" REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to CSAT/HIV "Door-to-Treatment" program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. 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 CSATA/HIV "Door-to-Treatment" program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the

program participant may need to be reassessed by the Alcohol and Drug Social Worker.

- C. All payments under this Agreement must directly support services specified in this Agreement.

**III. CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV “Door-to-Treatment” 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 THIRTY-SEVEN THOUSAND FIVE HUNDRED (\$37,500) for the period January 1, 2003 through June 30, 2003. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

A. Alcohol and Drug Treatment Rates

From the aggregate funds County shall pay Contractor at the following rates:

1. \$70.00 per bed day for adult residential alcohol and drug treatment services, including food, shelter and other basic needs;
2. \$100.00 per bed day for adult residential alcohol and drug treatment services for adults who are diagnosed with a co-occurring disorder as defined in Section III.C. of Attachment 6, including food, shelter and other basic needs;
3. \$49.00 per treatment visit day for adult alcohol and drug day treatment services, including light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation);
4. \$169.00 per bed day for adolescent residential alcohol and drug treatment services, including food, shelter and other basic needs; and
5. \$100.00 per treatment visit day for adolescent alcohol and drug day treatment services, including light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation).

- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV “Door-to-Treatment” alcohol and drug treatment services. A separate billing will be submitted for each modality (adult residential, adult residential with co-occurring disorders, adult day treatment, adolescent residential, and adolescent day treatment services).
  
- C. Contractor’s monthly itemized bill will include the following:
  - 1. Name of program participant receiving CSAT/HIV “Door-to-Treatment” funded services, by modality, and the name of the referring County Alcohol and Drug Social Worker.
  
  - 2. Dates services were provided, the number of bed days provided for residential, or number of visit days provided for day treatment services, broken down by program participant, by modality.
  
  - 3. Number of staff available hours provided for day treatment services each month.
  
  - 4. Number of groups and individual counseling hours provided for day treatment services.
  
  - 5. Total amount of the bill for each month, by modality.
  
  - 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.



**FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT WITH  
FAMILY AND COMMUNITY ENRICHMENT SERVICES, 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 FAMILY AND COMMUNITY ENRICHMENT SERVICES, 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: Section 1, Exhibit A, of the body of the Agreement is amended to read as follows:**

**Exhibit A (Revision 1):** Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

**CHANGE #2: Delete Section 3.A.1. from the body of the Agreement and insert revised Section 3.A.1. to read as follows:**

1. **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)** for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

**CHANGE #3: Delete Exhibit A and insert revised Exhibit A (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 be amended as set forth herein.
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: \_\_\_\_\_

FAMILY AND COMMUNITY ENRICHMENT  
SERVICES, INC.

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

\_\_\_\_\_  
Signature

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

March 19, 2003

Family And Community Enrichment Services, Inc.  
Att: Pete Nannarone, Interim Director  
610 Elm Street, Suite 212  
San Carlos, CA 94070

Dear Mr. Nannarone:

Enclosed is the first amendment to the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This first amendment adds new and/or enhanced Proposition 36 funding and services awarded through the latest Proposition 36 Request for Proposals. Services and funding are for the period January 1, 2003 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/Belmont/CA 94002. If you have questions, please contact your program liaison, Diana Campos Gomez (802-6414) or myself at (650) 802-6418 (Monday through Thursday).

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Diana Campos Gomez, Program Liaison  
Selina Toy, Program Liaison  
File

**EXHIBIT A (Revision 1 Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.**  
**July 1, 2002 through June 30, 2003**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. **Contractor will comply with the Department of Alcohol and Drug Programs (ADP) Emergency Adoption of Chapter 2.5, commencing with Section 9500, Division 4, Title 9, California Code of Regulations Substance Abuse and Crime Prevention Act of 2000**, and OMB Circulars A-87 and A-122. Contractor's basic SACPA/Proposition 36 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. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

**I. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**A. SACPA/Proposition 36 Start-up Activities:**

Contractor's start-up activities and expenses will comply with the Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit Organizations". Contractor will provide the following start-up activities necessary to provide SACPA/Proposition 36 funded services, in accordance with Contractor's approved start-up budget:

1. Purchase appropriate office furnishings, equipment and supplies needed to provide SACPA/Proposition 36 services.
2. Recruit, hire and train staff appropriate for SACPA/Proposition 36 services.
3. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.

- B. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services: Contractor's basic outpatient treatment services will also be available to individuals with co-occurring disorders as defined in Section III.C.1. of Attachment 6, and their families. Contractor will make services available six days per week including evenings and weekends. Contractor's basic outpatient treatment services will include:
1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, aftercare plan, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
  2. Contractor's basic outpatient treatment plan will include a minimum of 6 months of outpatient services including: 4 individual counseling sessions, 4 group sessions, 4 educational groups sessions, per month, per program participant.
  3. Program focus will include sensitivity to special recovery issues for individuals with co-occurring disorders and taking prescribed psychotropic medications.
  4. Curriculum will include: recovery process and relapse prevention, mental health and substance abuse treatment and education, HIV/AIDS, hepatitis B/C and other medical conditions affecting recovery status, relationship considerations, life skills and emotional regulation techniques and motivational enhancement strategies, domestic violence, and depression/anxiety/stress management/wellness coping skills, and parenting skills.
  5. Access to ancillary services which may include: transportation, child care, linkage to the Family Self Sufficiency Team (FSST), family education/support groups, housing, HIV/AIDS testing and education, health and mental health care, literacy assistance and vocational training.
- C. SACPA/Proposition 36 Alcohol and Drug Day Treatment Services: Contractor's basic alcohol and drug day treatment services will be available to women with co-occurring disorders as defined in Section III.C.1. of Attachment 6, and their families. Contractor will make day treatment services available five days per week, including evening services. Contractor's basic day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic day treatment plan will include a minimum of 90 days of day treatment services including: 3.6 individual counseling sessions, 28 group counseling sessions, 15.3 educational group sessions, per month, per program participant, and 6 months of aftercare. Contractor will also provide transportation services to and from program as needed for program participants.
  - a. Treatment cycles are 10 weeks of day treatment and 2 weeks of assessment/intake/transition.
3. Curriculum will include a structured program 5 ½ hours per day, 5 days per week, including: a dual focus on mental health and substance abuse treatment, recovery process and relapse prevention, and psycho-educational presentations. Psycho-educational groups will focus on substance abuse education, addiction and the family, coping with depression, relapse prevention, HIV/AIDS, hepatitis B/C and other medical conditions affecting recovery status, relationship considerations, life skills and emotional regulation techniques, motivational enhancement strategies, domestic violence, anxiety/stress management/wellness and parenting skills, child development and parenting/family issues, grief and loss, trauma and violence, anger and relationship building.
4. Access to ancillary support services which may include: child care, linkages to the Family Self Sufficiency Team (FSST), housing, vocational education and training, legal support, 12-step meetings, HIV/AIDS testing and education, and medical/mental health services.

**D. SACPA/Proposition 36 Alcohol and Drug Intensive Day Treatment Services:**

**Contractor's basic intensive day treatment services will be available to parenting women with multiple needs and co-occurring disorders (as defined in Section III.C.1. of Attachment 6). Contractor will make the following services available 5 days per week for the period January 1, 2003 through June 30, 2003.**

1. **Intake, assessment (utilizing the Addiction Severity Index**

[ASI]), urine screening, treatment planning (in conjunction with program participant), 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. Contractor's basic intensive day treatment services will be provided for a minimum of 90 days for each program participant and will include: group counseling with a focus on mental health and substance abuse treatment, drug testing, light meals, transportation, TB screening, and psycho-educational presentations, in addition to individual counseling sessions.
3. Contractor's curriculum will include a structured program 5 ½ hours per day, 5 days per week, including: self-care, parenting/family issues, grief and loss, trauma/violence/anger management, relationship building, health issues including HIV/hepatitis B/C and other medical conditions affecting recovery status, the recovery process, life skills, relapse prevention, and mental health and recovery issues.
4. A program curriculum that employs treatment strategies specifically designed for individuals with co-occurring disorders, and methamphetamine dependence based on the Center for Substance Abuse Treatment (CSAT) Treatment Improvement Protocol (TIP) series and the Matrix Model.
5. Access to ancillary support services which may include: child care, linkages to the Family Self Sufficiency Team (FSST), housing, vocational education and training, legal support, 12-step meetings, HIV/AIDS testing and education, and medical/mental health services.

## **II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

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

- B. Reimbursements will not be approved retroactively (i.e., program participant admitted before a written referral/approval and ASI). If a SACPA/Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treatment 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.
- C. All payments under this Agreement must directly support services specified in this Agreement.

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack 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 **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

- A. SACPA/Proposition 36 Start-up Rates:  
From these funds County shall pay Contractor an advance payment of THREE THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS (\$3,227) for outpatient start-up costs, and an advance payment of TWO HUNDRED FIFTY-FIVE DOLLARS (\$255) for day treatment start-up costs in accordance with the approved start-up budget for the SACPA/Proposition start-up activities outlined above. Contractor's start-up activities will comply with Section III.A.1. of Attachment 6. Payments shall be based on estimates of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and costs will be made upon submission of receipts of Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/Proposition 36 start-up funds exceed THREE THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS (\$3,482).



B. Treatment Service Rates:

From the aggregate funds County shall pay Contractor at the rate of:

1. \$31.50 per available staff hour for outpatient services **for the period July 1, 2002 through December 31, 2002;**
2. **\$44.50 per available staff hour for outpatient services for the period January 1, 2003 through June 30, 2003;**
3. \$98.00 per treatment visit day for day treatment services, which includes light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation), **for the term of the agreement; and**
4. **\$154.00 per treatment visit day for intensive day treatment services for the period January 1, 2003 through June 30, 2003.**

C. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services.

D. Contractor's monthly itemized bill will include the following:

1. Name of program participants receiving SACPA/Proposition 36 funded services, modality (outpatient, day treatment, **and intensive day treatment**), and name of referring SACPA/Proposition 36 team member for each program participant.
2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and modality.
3. Number of group counseling hours provided, by program participant, by modality, by funding source.
4. Number of visit days provided for day **treatment and intensive day treatment services**, broken down by program participant, by funding source.
5. Number of staff hours for alcohol and drug treatment services, by modality.
6. Total amount of the bill for each month, by modality.
7. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**IV. SB 223 FUNDED DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

**A. SB 223 Drug Testing Methods:**

Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but are not limited to, a urine test, a blood test, saliva test, and breath alcohol test.

**B. Guidelines for Drug Testing:**

1. Drug testing must be used as a treatment tool.
2. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
3. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
4. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
5. A single drug test shall not be the sole basis for:
  - a) determining unamenability to treatment, or
  - b) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
6. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

**C. SB 223 Drug Testing Payment Rates:**

In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to

pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor as follows:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.
  - c) Total amount of the bill for SB 223 drug testing services for each month.
3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) 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.

**EXHIBIT A (Revision 1 Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.**  
**July 1, 2002 through June 30, 2003**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. **Contractor will comply with the Department of Alcohol and Drug Programs (ADP) Emergency Adoption of Chapter 2.5, commencing with Section 9500, Division 4, Title 9, California Code of Regulations Substance Abuse and Crime Prevention Act of 2000**, and OMB Circulars A-87 and A-122. Contractor's basic SACPA/Proposition 36 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. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

**I. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**A. SACPA/Proposition 36 Start-up Activities:**

Contractor's start-up activities and expenses will comply with the Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit Organizations". Contractor will provide the following start-up activities necessary to provide SACPA/Proposition 36 funded services, in accordance with Contractor's approved start-up budget:

1. Purchase appropriate office furnishings, equipment and supplies needed to provide SACPA/Proposition 36 services.
2. Recruit, hire and train staff appropriate for SACPA/Proposition 36 services.
3. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.

- B. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services: Contractor's basic outpatient treatment services will also be available to individuals with co-occurring disorders as defined in Section III.C.1. of Attachment 6, and their families. Contractor will make services available six days per week including evenings and weekends. Contractor's basic outpatient treatment services will include:
1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, aftercare plan, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
  2. Contractor's basic outpatient treatment plan will include a minimum of 6 months of outpatient services including: 4 individual counseling sessions, 4 group sessions, 4 educational groups sessions, per month, per program participant.
  3. Program focus will include sensitivity to special recovery issues for individuals with co-occurring disorders and taking prescribed psychotropic medications.
  4. Curriculum will include: recovery process and relapse prevention, mental health and substance abuse treatment and education, HIV/AIDS, hepatitis B/C and other medical conditions affecting recovery status, relationship considerations, life skills and emotional regulation techniques and motivational enhancement strategies, domestic violence, and depression/anxiety/stress management/wellness coping skills, and parenting skills.
  5. Access to ancillary services which may include: transportation, child care, linkage to the Family Self Sufficiency Team (FSST), family education/support groups, housing, HIV/AIDS testing and education, health and mental health care, literacy assistance and vocational training.
- C. SACPA/Proposition 36 Alcohol and Drug Day Treatment Services: Contractor's basic alcohol and drug day treatment services will be available to women with co-occurring disorders as defined in Section III.C.1. of Attachment 6, and their families. Contractor will make day treatment services available five days per week, including evening services. Contractor's basic day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic day treatment plan will include a minimum of 90 days of day treatment services including: 3.6 individual counseling sessions, 28 group counseling sessions, 15.3 educational group sessions, per month, per program participant, and 6 months of aftercare. Contractor will also provide transportation services to and from program as needed for program participants.
  - a. Treatment cycles are 10 weeks of day treatment and 2 weeks of assessment/intake/transition.
3. Curriculum will include a structured program 5 ½ hours per day, 5 days per week, including: a dual focus on mental health and substance abuse treatment, recovery process and relapse prevention, and psycho-educational presentations. Psycho-educational groups will focus on substance abuse education, addiction and the family, coping with depression, relapse prevention, HIV/AIDS, hepatitis B/C and other medical conditions affecting recovery status, relationship considerations, life skills and emotional regulation techniques, motivational enhancement strategies, domestic violence, anxiety/stress management/wellness and parenting skills, child development and parenting/family issues, grief and loss, trauma and violence, anger and relationship building.
4. Access to ancillary support services which may include: child care, linkages to the Family Self Sufficiency Team (FSST), housing, vocational education and training, legal support, 12-step meetings, HIV/AIDS testing and education, and medical/mental health services.

**D. SACPA/Proposition 36 Alcohol and Drug Intensive Day Treatment Services:**

**Contractor's basic intensive day treatment services will be available to parenting women with multiple needs and co-occurring disorders (as defined in Section III.C.1. of Attachment 6). Contractor will make the following services available 5 days per week for the period January 1, 2003 through June 30, 2003.**

1. **Intake, assessment (utilizing the Addiction Severity Index**

[ASI]), urine screening, treatment planning (in conjunction with program participant), 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. Contractor's basic intensive day treatment services will be provided for a minimum of 90 days for each program participant and will include: group counseling with a focus on mental health and substance abuse treatment, drug testing, light meals, transportation, TB screening, and psycho-educational presentations, in addition to individual counseling sessions.
3. Contractor's curriculum will include a structured program 5 ½ hours per day, 5 days per week, including: self-care, parenting/family issues, grief and loss, trauma/violence/anger management, relationship building, health issues including HIV/hepatitis B/C and other medical conditions affecting recovery status, the recovery process, life skills, relapse prevention, and mental health and recovery issues.
4. A program curriculum that employs treatment strategies specifically designed for individuals with co-occurring disorders, and methamphetamine dependence based on the Center for Substance Abuse Treatment (CSAT) Treatment Improvement Protocol (TIP) series and the Matrix Model.
5. Access to ancillary support services which may include: child care, linkages to the Family Self Sufficiency Team (FSST), housing, vocational education and training, legal support, 12-step meetings, HIV/AIDS testing and education, and medical/mental health services.

## **II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

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

- B. Reimbursements will not be approved retroactively (i.e., program participant admitted before a written referral/approval and ASI). If a SACPA/Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treatment 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.
- C. All payments under this Agreement must directly support services specified in this Agreement.

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack 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 **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

- A. SACPA/Proposition 36 Start-up Rates:  
From these funds County shall pay Contractor an advance payment of THREE THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS (\$3,227) for outpatient start-up costs, and an advance payment of TWO HUNDRED FIFTY-FIVE DOLLARS (\$255) for day treatment start-up costs in accordance with the approved start-up budget for the SACPA/Proposition start-up activities outlined above. Contractor's start-up activities will comply with Section III.A.1. of Attachment 6. Payments shall be based on estimates of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and costs will be made upon submission of receipts of Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/Proposition 36 start-up funds exceed THREE THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS (\$3,482).



B. Treatment Service Rates:

From the aggregate funds County shall pay Contractor at the rate of:

1. \$31.50 per available staff hour for outpatient services **for the period July 1, 2002 through December 31, 2002;**
2. **\$44.50 per available staff hour for outpatient services for the period January 1, 2003 through June 30, 2003;**
3. \$98.00 per treatment visit day for day treatment services, which includes light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation), **for the term of the agreement; and**
4. **\$154.00 per treatment visit day for intensive day treatment services for the period January 1, 2003 through June 30, 2003.**

C. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services.

D. Contractor's monthly itemized bill will include the following:

1. Name of program participants receiving SACPA/Proposition 36 funded services, modality (outpatient, day treatment, **and intensive day treatment**), and name of referring SACPA/Proposition 36 team member for each program participant.
2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and modality.
3. Number of group counseling hours provided, by program participant, by modality, by funding source.
4. Number of visit days provided for day **treatment and intensive day treatment services**, broken down by program participant, by funding source.
5. Number of staff hours for alcohol and drug treatment services, by modality.
6. Total amount of the bill for each month, by modality.
7. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**IV. SB 223 FUNDED DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

**A. SB 223 Drug Testing Methods:**

Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but are not limited to, a urine test, a blood test, saliva test, and breath alcohol test.

**B. Guidelines for Drug Testing:**

1. Drug testing must be used as a treatment tool.
2. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
3. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
4. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
5. A single drug test shall not be the sole basis for:
  - a) determining unamenability to treatment, or
  - b) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
6. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

**C. SB 223 Drug Testing Payment Rates:**

In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to

pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor as follows:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.
  - c) Total amount of the bill for SB 223 drug testing services for each month.
3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) 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.

**FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT WITH  
YOUTH AND FAMILY ASSISTANCE  
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 YOUTH AND FAMILY ASSISTANCE (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: Section 1 of the body of the Agreement is amended to read:**

**Exhibit A (Revision 1):** Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

**Exhibit B:** Outcome Based Management (OBM) and Budgeting Responsibilities.

**CHANGE #2: Section 3.A. of the body of the Agreement is amended to read:**

1. **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)** for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.
2. **ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407)** for SB 223 drug testing services described in Exhibit A for the contract term.

**CHANGE #3: Delete Exhibit A and insert revised Exhibit A (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 be amended as set forth herein.
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.

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: \_\_\_\_\_

YOUTH AND FAMILY ASSISTANCE

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

\_\_\_\_\_  
Signature

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

March 19, 2003

Youth and Family Assistance  
Att: Robert Rybicki, Executive Director  
609 Price Street, Suite 205  
Redwood City, CA 94063

Dear Robert:

Enclosed is the first amendment to the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This first amendment adds new and/or enhanced Proposition 36 funding and services awarded through the latest Proposition 36 Request for Proposals. Revised services and funding are for the period January 1, 2003 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/Belmont/CA 94002. If you have questions, please contact your program liaison, Desi Tafoya (802-6423) or myself at (650) 802-6418 (Monday through Thursday).

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Desi Tafoya, Program Liaison  
Diana Campos Gomez, Alcohol and Drug Services  
File

**EXHIBIT A (Revision 1 Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**YOUTH AND FAMILY ASSISTANCE**  
**July 1, 2002 through June 30, 2003**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. Contractor'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 comply with the Department of Alcohol and Drug Programs (ADP) Emergency Adoption of Chapter 2.5, commencing with Section 9500, Division 4, Title 9, California Code of Regulations Substance Abuse and Crime Prevention Act of 2000**, and OMB Circulars A-87 and A-122. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

**I. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**A. SACPA/Proposition 36 Start-up Activities:**

Contractor's start-up activities and expenses will comply with the Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit Organizations". Contractor will provide the following start-up activities necessary to provide SACPA/Proposition 36 funded services, in accordance with Contractor's approved start-up budget:

1. Rent additional office space to provide evening SACPA/Proposition 36 services.
2. Purchase appropriate office furnishings for group set-up including a television, VCR, mobile stand, dry-erase board, 15 chairs, locking file cabinets, supply cabinet, refrigerator for urine samples, bookshelf and two tables.

3. Purchase appropriate videos, books and curriculum workbooks in English and Spanish.
4. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.

B. SACPA/Proposition 36 Substance Abuse Education and Intervention Services:

Contractor's basic substance abuse education and intervention services will be provided in English and Spanish, and will be offered during daytime and evening hours. Contractor's basic substance abuse education and intervention services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, relapse prevention, aftercare planning, urine screening, and follow-up with Probation/Parole as required.
2. Contractor's basic substance abuse education and intervention plan will include a minimum of 8 weeks of substance abuse education and intervention services, including 2 individual counseling sessions and 4 group counseling sessions per month, per program participant.
3. Curriculum will include: disease model of addiction, family dynamics, HIV/AIDS and hepatitis C, co-occurring disorders, orientation to self- help and community support groups, defense mechanisms, abstinence vs. non-abstinence and harm reduction, identification of the early warning sign of relapse, high risk substance use, skill building including: decision making, self evaluation, meaningful communication skills, relapse education, assertiveness skills, expression of feelings, problem solving and development of adaptive response/cognitive restructuring, cognitive/ behavioral relationships, psycho-education, development of values such as honesty, empathy, communication, and clean and sober socialization activities.
4. Access to ancillary services including: health/mental health, legal services, vocational training, education, housing, employment, family therapy, and community support groups.

C. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services:  
Contractor will provide the following basic outpatient treatment services in English and Spanish:



1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), relapse prevention, aftercare planning, urine screening, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. Contractor's basic outpatient alcohol and drug treatment plan will include a minimum of 90 days of outpatient alcohol and drug treatment services, including 3 individual counseling sessions and 4 group counseling sessions per month, per program participant.
3. Curriculum will include: basic communication skills, recognizing negative thinking and errors in logic, recognizing high risk situations for alcohol and drug use and criminal thinking, assertiveness, coping and social skills development, problem solving, anger management, emotional cycles of rehabilitation, understanding values and wellness, responsibility towards the community, reflection and review of attitudes and patterns, practical application of positive goal setting, introduction to community based support groups, development of values such as honesty, empathy, communication and trust, establishment of healthy boundaries and goal-setting within relationships, family dysfunction, family counseling sessions, and clean and sober socialization activities.
4. Access to ancillary services including: health/mental health, legal services, vocational training, education, housing, employment, family therapy, and community support groups.
5. **Case management services will be provided to assist program participants to obtain linkages to other services including: health/mental health, legal services, vocational training, education, housing, employment, family therapy, and community support groups.**
6. **Contractor will coordinate with program participant's psychiatrist for consultation and medication maintenance for those individuals with co-occurring disorders (as defined in Section III.C. of Attachment 6). Contractor will provide training to staff on how to effectively serve individuals with co-occurring disorders.**

## **II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the

SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.

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

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. SACPA/Proposition 36 Start-up Rates:  
From these funds County shall pay Contractor an advance payment of TWELVE THOUSAND FOUR HUNDRED NINETY-SIX DOLLARS (\$12,496) for substance abuse education/early intervention start-up costs, and an advanced payment of TWENTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-TWO DOLLARS (\$27,792) for outpatient alcohol and drug treatment start-up costs in accordance with the approved start-up budget, for the SACPA/ Proposition start-up activities outlined above. Contractor's start-up activities will comply with Section III.A.1. of Attachment 6. Payments shall be based on estimates of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and

costs will be made upon submission of receipts of Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/Proposition 36 start-up funds exceed FORTY THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$40,288).

B. Treatment Service Rates:

1. County shall pay Contractor at the rate of:
  - a. \$40.35 per available staff hour for substance abuse education and intervention services;
  - b. \$36.60 per available staff hour for outpatient services **for the period July 1, 2002 through December 31, 2002; and**
  - c. **\$52.60 per available staff hour for outpatient services for the period January 1, 2003 through June 30, 2003.**
2. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these SACPA/Proposition 36 alcohol and drug treatment services.
3. Contractor's monthly itemized bill will include:
  - a. Name of program participant receiving SACPA/Proposition 36 funded services, modality (substance abuse education, early intervention, or outpatient), and the name of the referring SACPA/Proposition 36 team member.
  - b. Dates services were provided, and the number of individual counseling hours provided by modality, broken down by program participant.
  - c. Number of group counseling hours provided, by program participant, and modality.
  - d. Number of staff by modality.
  - e. Total amount of the bill for each month, by modality.
  - f. 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.

IV. **DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/ urinalysis and other related costs for substance abuse testing of program

participants in the SACPA/Proposition 36 funded programs. Services must be provided in accordance with the California Health and Safety Code regulations for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/Proposition 36 services.

A. Drug Testing Methods:

Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but not be limited to, a urine test, a blood test, saliva test, and breath alcohol test.

B. Guidelines for drug Testing:

1. Drug testing must be used as a treatment tool.
2. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
3. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
4. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
5. A single drug test shall not be the sole basis for:
  - a) determining unamenability to treatment, or
  - b) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
6. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

C. SB223 Funded Drug Testing Services Payment Rates:

In full consideration of the SB223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor in the manner described below:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include the following:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours for each month.
  - c) Total amount of the bill for testing services for each month.
3. 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.

June 17, 2002

Youth and Family Assistance  
Att: Robert Rybicki, Executive Director  
609 Price Avenue, Suite 205  
Redwood City CA 94063

Dear Mr. Rybicki:

Enclosed is the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This agreement is for SACPA/Proposition 36 and SB 223 alcohol and drug treatment services for the period July 1, 2002 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/Belmont/CA 94002. If you have questions, please contact me at (650) 802-6418, Monday through Thursday.

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Desi Tafoya, Program Liaison  
Diana Campos Gomez, Human Services Analyst  
File

**SECOND 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, on February 4, 2003, the parties entered into a first amendment to the fee-for-service agreement; and

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

**CHANGE #1: Section 1 of the body of the Agreement is amended to read as follows:**

**Exhibit A (Revision 1):** Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit C: Outcome Based Management (OBM) and Budgeting Responsibilities

**CHANGE #2: Section 3.A. of the body of the Agreement is amended to read as follows:**

**1. TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)** for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

**2. ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407)** for SB 223 drug testing services described in Exhibit A for the contract term.

**3. ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288)** for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.

**CHANGE #3: Delete Exhibit A and insert revised Exhibit A (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, as amended on February 4, 2003, be further amended as set forth herein.
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.

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

\_\_\_\_\_  
Signature

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

March 19, 2003

Asian American Recovery Services  
Att: Leo Tacata, Jr., Associate Director  
6181 Mission Street  
Daly City, CA 94014

Dear Leo:

Enclosed is the second amendment to the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This second amendment adds new and/or enhanced Proposition 36 funding and services awarded through the latest Proposition 36 Request for Proposals. Services and funding are for the period January 1, 2003 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/Belmont/CA 94002. If you have questions, please contact your program liaison, Selina Toy (802-6447) or myself at (650) 802-6418 (Monday through Thursday).

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Selina Toy, Program Liaison  
Diana Campos Gomez, Alcohol and Drug Services  
File

**EXHIBIT A (Revision 1 Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**and SB 223 Funded Alcohol and Drug Treatment Services**  
**ASIAN AMERICAN RECOVERY SERVICES**  
**July 1, 2002 through June 30, 2003**

These alcohol and drug treatment and drug testing services, funded through State Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 funds, are designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/ Proposition 36 Team. Contractor will comply with **the Department of Alcohol and Drug Programs (ADP) Emergency Adoption of Chapter 2.5, commencing with Section 9500, Division 4**, Title 9, California Code of Regulations Substance Abuse and Crime Prevention Act of 2000, and OMB Circulars A-87 and A-122. Contractor's SACPA/ Proposition 36 funded 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. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

**I. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

A. SACPA/Proposition 36 Start-up Activities:

Contractor's start-up activities and expenses will comply with the Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit Organizations". Contractor will provide the following start-up activities necessary to provide SACPA/Proposition 36 funded services, in accordance with Contractor's approved start-up budget.

1. Purchase appropriate furnishings for group set-up including carpeting for counseling areas, chairs, and other necessary furnishings, lockable storage cabinets, computer workstation, and filing cabinet.
2. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.

**B. SACPA/Proposition 36 Treatment Readiness Services:**

Contractor's basic treatment readiness services will be culturally and language appropriate for individuals who are Filipino or Pacific Islander.

**Contractor's treatment readiness services will be designed to engage and retain program participants until an opening is available in an ongoing alcohol and drug treatment program. Contractor will provide the following basic outpatient services for the period January 1, 2003 through June 30, 2003:**

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, treatment plan (**in conjunction with program participant**), 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. **Each program participant will receive four (4) weeks of alcohol and drug treatment services including: three (3) individual sessions per week and group interventions, as needed, covering the issues of denial and defensiveness, understanding addiction and its consequences, abstinence and recovery, post acute withdrawal symptoms, and urine screening.**
3. **Access to ancillary services including: 12-step programs, referrals to community resources and home visits (as needed), and family education on substance abuse and lifestyle.**

**C. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services:**

Contractor's basic outpatient services will also be culturally and language appropriate for individuals who are Filipino or Pacific Islander. Contractor's basic outpatient services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, treatment plan (**in conjunction with program participant**), 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. Contractor's basic outpatient treatment plan will include a minimum of 6 months of treatment, including 4 individual counseling and 8 group counseling sessions per month, per program participant.

3. Curriculum will include: workshops on topics such as drug and alcohol education, parenting skills, and health issues; relapse prevention therapy groups, referrals to community resources, home visits, family assessment and service referrals.
4. Access to ancillary services which may include: legal support, vocational and job training, HIV/AIDS testing and education, health/mental health care, ESL/GED literacy assistance and supportive education, job search, Healthy Start programs, and recreational, family and community activities.
5. Aftercare planning and services will be provided for 6 months following completion of treatment program. Aftercare services will include: two hours of relapse prevention services each month including: on-going program activities and support groups, home visits and referral to follow-up programs.

D. SACPA/Proposition 36 Intensive Outpatient Alcohol and Drug Treatment Services:

Contractor's basic intensive outpatient services will also be culturally and language appropriate for individuals who are Filipino or Pacific Islander. **Contractor will provide these services for the period July 1, 2002 through December 31, 2002.** Contractor's basic intensive outpatient services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, treatment plan, 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. Contractor's basic intensive outpatient treatment plan will include a minimum of 6 months of treatment, including 4 individual counseling and 12 group counseling sessions per month, per program participant.
3. Curriculum will include: workshops on topics such as drug and alcohol education, parenting skills and health issues, relapse prevention therapy groups, referral to community resources, home visits, family assessment and service referrals.
4. Access to ancillary services which may include: legal support, vocational and job training, HIV/AIDS testing and education, health/mental health care, ESL/GED literacy assistance and supportive education, job search, Healthy Start programs, and recreational, family and community activities.

5. Aftercare planning and services will be provided for 6 months following completion of treatment program. Aftercare services will include: two hours of relapse prevention services each month including: on-going program activities and support groups, home visits and referral to appropriate follow-up programs.

**E. SACPA/Proposition 36 Revised Intensive Outpatient Alcohol and Drug Treatment Services:**

Contractor's basic intensive outpatient services will also be culturally and language appropriate for individuals who are Filipino or Pacific Islander. **Contractor will provide these services for the period January 1, 2003 through June 30, 2003.** Contractor's basic intensive outpatient services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, treatment plan (**in conjunction with program participant**), 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. **Contractor's curriculum will include:**
  - a) **Intake/assessment, Monday through Thursday, for a minimum of 1.5 hours per program participant.**
  - b) **Program orientation, following assessment and intake and official admission to program, for one (1) hour per program participant.**
  - c) **Psycho-education group, Mondays from 9:00 a.m. to noon.**
  - d) **Relapse prevention/acupuncture, Wednesdays from 9:00 a.m. to 1:00 p.m. (including lunch break).**
  - e) **Individual counseling, one (1) hour, one(1) to two (2) times per week, depending on the needs of the individual program participant.**
  - f) **Family sessions/home visits, scheduled according to program participant needs and schedule; 1.5 hours per session.**
  - g) **Family-oriented, drug-free recreational/social skills group, four (4) to five (5) hours per month, as part of program participant's planning and goal setting objectives.**

- F. **SACPA/Proposition 36 Aftercare Treatment Services:**  
**Contractor's aftercare services will focus mainly on SACPA/ Proposition 36 program participants who have completed the program requirements for both the regular outpatient and the intensive outpatient services. Aftercare will be provided once a week for two (2) hours during the evening.**
1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, treatment plan (**in conjunction with program participant**), 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. **Contractor's curriculum will include: maintaining abstinence, establish structure, support and accountability, preventing relapse, relapse risk factors and warning signs, stress reduction and management, self-esteem issues, relationship inventory, career/employment assessment, and identification of community resources related to recovery goals.**
  3. **Activities will include: ongoing assessment to determine program participant's progress and stability, random urine screening, group sessions, individual sessions (as needed), family meetings and home visits, and exploration and attendance in community self-help meetings including 12-step meetings.**

II. **SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e., program participant admitted before a written referral/approval and ASI). If a SACPA/Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treatment 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.

- C. All payments under this Agreement must directly support services specified in this Agreement.

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack 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 **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor:

A. Start-up Payment Rates:

From these funds County shall pay this Contractor an advanced payment of FIFTEEN THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS (\$15,344) for outpatient alcohol and drug treatment services start-up costs for the SACPA/ Proposition 36 services in accordance with the approved start-up budget, for start-up activities outlined above. Contractor's start-up activities will comply with Section III.A.1. of Attachment 6. Payment shall be based on estimate of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and costs will be made upon submission of receipts by Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/ Proposition 36 start-up funds exceed FIFTEEN THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS (\$15,344).

B. Treatment Service Rates:

County shall pay Contractor at the rate of:

1. \$45.10 per available staff hour for outpatient and intensive outpatient alcohol and drug treatment services **for the period July 1, 2002 through December 31, 2002;**
2. **\$49.18 per available staff hour for outpatient for the period January 1, 2003 through June 30, 2003;**
3. **\$44.66 per available staff hour for treatment readiness for the period January 1, 2003 through June 30, 2003;**



4. **\$44.49 per available staff hour for aftercare treatment services for the period January 1, 2003 through June 30, 2003.**
  5. **\$199.48 per visit day for intensive outpatient alcohol and drug treatment services for the period January 1, 2003 through June 30, 2003.**
- C. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services.
- D. Contractor's monthly itemized bill will include:
1. Name of program participants receiving SACPA/Proposition 36 funded services, modality (**treatment readiness**, outpatient, intensive outpatient, and **aftercare**), and name of referring SACPA/Proposition 36 team member for each program participant.
  2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and modality.
  3. Number of group counseling hours provided, by program participant, by modality.
  4. Number of staff hours for alcohol and drug treatment services, by modality.
  5. **Number of visit days for intensive outpatient (for the period January 1, 2003 through June 30, 2003).**
  6. Total amount of the bill for each month, by modality.
  7. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

#### IV. **SB 223 FUNDED DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

A. Drug Testing Methods:

Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but are not limited to, a urine test, a blood test, saliva test, and breath alcohol test.

B. Guidelines for Drug Testing:

1. Drug testing must be used as a treatment tool.
2. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
3. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
4. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
5. A single drug test shall not be the sole basis for:
  - a) determining unamenability to treatment, or
  - b) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
6. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

C. SB 223 Drug Testing Payment Rates:

In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor as follows:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.

2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.
  - c) Total amount of the bill for SB 223 drug testing services for each month.
3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) 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.

**SECOND 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, on February 4, 2003 the parties entered into a first amendment to the fee-for-service agreement; and

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

**CHANGE #1: Delete Section 3.A.1 from the body of the Agreement and insert revised Section 3.A.1. to read as follows:**

1. **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)** for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

**CHANGE #2: Delete introductory paragraph from Section III of Exhibit A, and insert revised introductory paragraph to read as follows:**

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT:**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug (ADP) Bulletin No. 01-17.

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

1. The Agreement of October 22, 2002, as amended on February 4, 2003, be further amended as set forth herein.
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.

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

\_\_\_\_\_  
Signature

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

March 19, 2003

Avalon Counseling Services  
Att: Lyn Scott., Executive Director  
611 Veterans Blvd., Suite 116  
Redwood City, CA 94063

Dear Lyn:

Enclosed is the second amendment to the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This second amendment increases Proposition 36 funding for the period January 1, 2003 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/Belmont/CA 94002. If you have questions, please contact your program liaison, Desi Tafoya (802-6423) or myself at (650) 802-6418 (Monday through Thursday).

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Desi Tafoya, Program Liaison  
Diana Campos Gomez, Alcohol and Drug Services  
File

**SECOND 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, on February 4, 2003, the parties entered into a first amendment to the fee-for-service agreement; and

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

**CHANGE #1: Section 1 of the body of the Agreement is amended to read as follows:**

**Exhibit A (Revision 1):** Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit C: Outcome Based Management (OBM) and Budgeting Responsibilities.

**CHANGE #2: Section 3.A. of the body of the Agreement is amended to read as follows:**

1. **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)** for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.
2. ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.
3. ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.

**CHANGE #3: Delete Exhibit A and insert revised Exhibit A (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, as amended on February 4, 2003, be further amended as set forth herein.
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.

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

\_\_\_\_\_  
Signature

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

March 19, 2003

El Centro de Libertad  
Att: George Borg, Executive Director  
1230 A Hopkins  
Redwood City, CA 94062

Dear George:

Enclosed is the second amendment to the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This second amendment adds new and/or enhanced Proposition 36 funding and services awarded through the latest Proposition 36 Request for the period January 1, 2003 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/Belmont/CA 94002. If you have questions, please contact your program liaison, Yadhira Christensen (802-6587) or myself at (650) 802-6418 (Monday through Thursday).

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Yadhira Christensen, Program Liaison  
Diana Campos Gomez, Alcohol and Drug Services  
File

**EXHIBIT A (Revision 1 Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**EL CENTRO DE LIBERTAD**  
**July 1, 2002 through June 30, 2003**

These alcohol and drug treatment and drug testing services, funded through State Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 funds, are designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/ Proposition 36 Team. . **Contractor will comply with the Department of Alcohol and Drug Programs (ADP) Emergency Adoption of Chapter 2.5, commencing with Section 9500, Division 4, Title 9, California Code of Regulations Substance Abuse and Crime Prevention Act of 2000**, and OMB Circulars A-87 and A-122. Contractor's SACPA/ Proposition 36 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. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

**I. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

A. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services: Contractor's basic outpatient services will also be culturally and language appropriate for individuals who are Spanish speaking. In addition, Contractor will provide services to individuals who have a co-occurring disorder as defined in Section III.C.1. of Attachment 6.. Contractor's basic outpatient services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, 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. One weekly 2 hour group education/counseling session. Sessions will include: the disease model of addiction, the addiction and

recovery process, the 12-step model of recovery, the impact of addiction on family systems and family dynamics, health issues (e.g. HIV/AIDS, tuberculosis, hepatitis B and C, and other infectious diseases, and strategies for preventing and responding to relapse).

3. One weekly 1 hour individual counseling session with primary counselor. Sessions will include: case management, family problems, adjustment issues, legal and medical concerns including referrals for medical testing and care, and aftercare planning.
  - a. Three weekly 12-step meetings (support to program participant in addressing the first 3 of the 12 steps).
  - b. Two, 2-hour family counseling sessions per 90 days of treatment. Sessions will include: introduction to the recovery process and its potential impact on the family, introduction to family support meetings (e.g. Al-Anon).
  - c. Access to ancillary services including: vocational training, literacy and ESL classes, referrals to the Family Self Sufficiency Team (FSST), health care, parenting classes, and family counseling.
  - d. Special services: the basic 90 day treatment may be extended for program participants who need a longer term to complete the program, including those who: fail a drug or alcohol screen, do not follow the terms outlined in the treatment plan, miss or arrive late for more than 2 consecutive sessions without notifying the Contractor in advance, have a co-occurring disorder, are deemed by the Contractor to be at-risk of relapse.

B. SACPA/Proposition 36 Substance Abuse Education Services:  
Contractor will provide alcohol and drug addiction education services including: 1) intervention services for first time offenders; and 2) addiction education for light or infrequent users found carrying one ounce or less of marijuana. Contractor's services will include:

1. SACPA/Proposition 36 Education Services:  
Contractor's basic substance abuse education services will include:
  - a. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, aftercare planning, and follow-up with Probation/Parole as required.

- b. Twelve hours of educational classes (6 per week), plus six 12-step meetings.
- c. A curriculum consistent with the ASAM. The curriculum will include: the disease model of addiction, addiction process, 12-step model of recovery, impact of addiction on family systems, risk factors related to substance abuse, health issues (e.g. HIV/AIDS, tuberculosis, hepatitis B and C, and other infectious diseases), strategies for avoiding and recovering from relapse, urine screening, non-violent strategies for handling anger and resolving disputes, and communication skills, anger management, and peaceful conflict resolution.
- d. Aftercare planning and family support groups.

2. SACPA/Proposition 36 Intervention Services:  
Contractor's basic intervention services will include:

- a. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, monthly family support groups, aftercare planning, and follow-up with Probation/Parole as required.
- b. Eight week program consisting of: four 1-hour individual counseling sessions, eight 2-hour group education/ counseling sessions, three 12-step meetings per week.
- c. The curriculum will include: the model of cognitive/behavioral restructuring, disease model of addiction, addiction process, 12-step model of recovery, impact of addiction on family systems, risk factors related to substance abuse, health issues (e.g. HIV/AIDS, tuberculosis, hepatitis B and C, and other infectious diseases), strategies for avoiding and recovering from relapse, non-violent strategies for handling anger and resolving disputes, and communication skills, anger management, and peaceful conflict resolution.
- d. Alcohol and drug screening.

**C. SACPA/Proposition 36 Aftercare Alcohol and Drug Treatment Services:**

Contractor's basic aftercare services will also be culturally and language appropriate for individuals who are Spanish speaking. In addition, Contractor will provide services to individuals who have a co-occurring disorder as defined in Section III.C.1. of Attachment 6. **Contractor's basic aftercare program will be approximately six (6) months in length, depending on the needs of the individual program participant. Contractor will provide the following basic outpatient services for the period January 1, 2003 through June 30, 2003:**

1. Follow-up assessment as required at 3 months and 9 months after intake for each program participant (utilizing the Addiction Severity Index [ASI]), urine screening, **individual ongoing recovery plan (in conjunction with the program participant)**, relapse prevention, and follow-up with Probation/Parole as required.
2. **Contractor's services will consist of:**
  - a. **One – 2 hour group counseling session per week consisting of SACPA/Proposition 36 program participants only.**
  - b. **All program participants will attend a minimum of three 12-step meetings per week, will work with their sponsor, take on a service role in their 12-step meetings, and serve as mentors to new program participants.**
  - c. **Program participants will remain in aftercare until such time as they have become solidly involved in the recovery community, are working closely with their sponsor, consistently pass drug tests, are comfortable with their new lifestyle, and have established outside support systems to give them freedom from relying on a formal treatment program.**

- d. **Contractor's curriculum will include:**
  - 1) **Relapse warning signs, addressing personal issues, the recovery process and support for the development of skills to maintain and further recovery, the impact of addiction on family systems and family dynamics, the negative consequences of continued use, developing healthy life skills and strategies for interrupting the relapse process, anger management, healthy boundaries, positive support relationships, time and stress management skills, and how to respond safely to slips to avoid escalation into full-blown relapse.**
  - 2) **Access to family education sessions and 12-step programs.**
  - 3) **Clean and sober activities.**

**II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e., program participant admitted before a written referral/approval and ASI). If a SACPA/Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treatment 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.
- C. All payments under this Agreement must directly support services specified in this Agreement.

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack 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 **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

- A. From these funds County shall pay Contractor at the rate of \$79.75 per available staff hour for each outpatient, substance abuse education and intervention services, **and aftercare**.
- B. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 outpatient alcohol and drug treatment, education and intervention services, **and aftercare**.
- C. Contractor's monthly itemized bill will include:
  - 1. Name of program participants receiving SACPA/Proposition 36 funded services, modality (outpatient/education/intervention/**aftercare**), and name of referring SACPA/Proposition 36 team member for each program participant.
  - 2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and modality.
  - 3. Number of group counseling hours provided, by program participant, by modality.
  - 4. Number of staff hours for alcohol and drug treatment services, by modality.
  - 5. Total amount of the bill for each month, by modality.
  - 6. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.



**IV. SB 223 DRUG TESTING**

A. Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

1. Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but are not limited to, a urine test, a blood test, saliva test, and breath alcohol test.
2. Guidelines for Drug Testing:
  - a. Drug testing must be used as a treatment tool.
  - b. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
  - c. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
  - d. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
  - e. A single drug test shall not be the sole basis for:
    - 1) determining unamenability to treatment, or
    - 2) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
  - f. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
  - g. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

3. SB 223 Drug Testing Payment Rates:  
In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor as follows:
- a. Of these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
  - b. Contractor's monthly itemized bill will include:
    - 1) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
    - 2) Total number of staff hours provided for SB 223 drug testing services each month.
    - 3) Total amount of the bill for SB 223 drug testing services for each month.
  - c. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) 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.

**SECOND 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, on February 4, 2003, the parties entered into a first amendment to the fee-for-service agreement; and

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

**CHANGE #1: Section 1 of the body of the Agreement is amended to read as follows:**

- Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.
- Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services.
- Exhibit C: Outcome Based Management (OBM) and Budgeting Responsibilities.
- Exhibit D: Center for Substance Abuse Treatment (CSAT) HIV "Door-to-Treatment" Services and Rates of Payment for Those Services.**

**CHANGE #2: Section 3.A. of the body of the Agreement is amended to read as follows:**

1) **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)** for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) **ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407)** for SB 223 drug testing services described in Exhibit A for the contract term.

3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.

4) **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500) for CSAT HIV “Door-to-Treatment” services described in Exhibit D for the period January 1, 2003 through June 30, 2003.**

**CHANGE #3: Delete introductory paragraph from Section III of Exhibit A, and insert revised introductory paragraph to read as follows:**

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT:**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17.

**CHANGE #4: Insert Exhibit D attached hereto and incorporated by reference herein.**

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

1. The Agreement of October 22, 2002, as amended on February 4, 2003, be further amended as set forth herein.
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.

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

\_\_\_\_\_  
Signature

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

March 19, 2003

Free At Last  
Att: Deborah Vargas, Executive Director  
1796 Bay Road  
East Palo Alto, CA 94303

Dear Deborah:

Enclosed is the second amendment to the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This second amendment increases Proposition 36 funding, and adds new CSAT HIV services for the period January 1, 2003 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/Belmont/CA 94002. If you have questions, please contact your program liaison, Paula Nannizzi (802-6468) or myself at (650) 802-6418 (Monday through Thursday).

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Paula Nannizzi, Program Liaison  
Diana Campos Gomez, Alcohol and Drug Services  
File

**EXHIBIT D (Fee-For-Service Agreement)**  
**Center For Substance Abuse Treatment HIV “Door-to-Treatment” Funded**  
**Alcohol and Drug Treatment Services**  
**FREE AT LAST**  
**January 1, 2003 through June 30, 2003**

These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including 1) men who inject drugs, 2) men who have sex with men, 3) adolescents, 4) women; and 5) individuals released from incarceration within the past two years. Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-treatment” grant. Contractor shall provide adult men’s residential alcohol and drug Treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. . Contractor will possess and maintain the Appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

**I. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED “DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES**

Admit to Contractor’s alcohol and drug treatment service(s), individuals who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant. Contractor will provide the following services for the period January 1, 2003 through June 30, 2003:

- A. Residential Alcohol and Drug Treatment Services:  
Contractor will provide the following residential alcohol and drug treatment services:
1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, food, shelter and other basic needs, treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
  2. A structured program including individual and group counseling to address recovery issues including: life skills, denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, parenting skills, positive communication skills, literacy classes, employment readiness, anger management, conflict



resolution, domestic violence, health and mental health issues, and family reconciliation and socialization activities.

B. Outpatient Alcohol and Drug Treatment Services:

Contractor will provide the following outpatient alcohol and drug treatment services:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Contractor's basic outpatient treatment plan will include: 4 individual counseling sessions and 18 group counseling sessions per program participant, per month.
3. The curriculum will include: the 12-step model of recovery, the impact of addiction on family systems and family dynamics, peer support systems, mental health and health issues (e.g., HIV and risky behaviors), life skills, anger management, money management, effective parenting skills, domestic conflict resolution, legal issues, and strategies for preventing and responding to re-arrest and relapse, aftercare planning and aftercare groups.
4. Access to ancillary services including: housing, child care, employment readiness, health and mental health care.

C. Alcohol and Drug Day Treatment Services:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Contractor's basic day treatment services will include a structured program consisting of: 4 individual counseling sessions, 16 group counseling sessions per program participant, per month. Contractor will also provide transportation and child care for program participants as needed.
3. Curriculum will include: literacy classes, employment readiness classes, positive communication skill building, life skills, anger management, conflict resolution, domestic

violence, money management and credit counseling, health and nutrition, and a 10-week parenting series which will cover: assessment of parent/child interaction, parenting skill building, child development and age appropriate play strategies, how to be a parent advocate for school age children, disciplinary techniques, and positive affirmations.

**II. CSAT/HIV “DOOR-TO-TREATMENT” REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to CSAT/HIV “Door-to-Treatment” program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. 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 CSATA/HIV “Door-to-Treatment” 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.
- B. All payments under this Agreement must directly support services specified in this Agreement

**III. CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV “Door-to-Treatment” 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 THIRTY-SEVEN THOUSAND FIVE HUNDRED (\$37,500), for the period January 1, 2003 through June 30, 2003. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. Alcohol and Drug Treatment Services Rates of Payment:  
From the aggregate funds County shall pay Contractor at the following rates:

1. \$75.00 per bed day for residential alcohol and drug treatment services, including food, shelter and other basic needs; and
  2. \$65.00 per available staff hour for outpatient alcohol and drug treatment services; and
  3. \$115.00 per treatment visit day for alcohol and drug day treatment services.
- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV “Door-to-Treatment” alcohol and drug treatment services.
- C. Contractor’s monthly itemized bill will include the following:
1. Name of program participant receiving CSAT/HIV “Door-to-Treatment” funded services, by modality (residential, outpatient, and day treatment), and the name of the referring County Alcohol and Drug Social Worker.
  2. Dates services were provided, the number of bed days provided for residential, broken down by program participant, by modality.
  3. Number of groups and individual counseling hours provided for outpatient and day treatment services.
  4. Number of available staff hours for outpatient services.
  5. Total amount of the bill for each month, by modality.
  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.

**SECOND 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, on February 4, 2003, the parties entered into a first amendment to the fee-for-service agreement; and

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

**CHANGE #1: Delete Section 3.A.1 from the body of the Agreement and insert revised Section 3.A.1. to read as follows:**

1. **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)** for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

**CHANGE #2: Delete introductory paragraph from Section III of Exhibit A, and insert revised introductory paragraph to read as follows:**

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES AND RATES OF PAYMENT:**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17.

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

1. The Agreement of October 22, 2002, as amended on February 4, 2003, be further amended as set forth herein.
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.

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

\_\_\_\_\_  
Signature

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

March 19, 2003

The Latino Commission  
Att: Elvia Aguilar, Executive Director  
301 Grand Avenue  
South San Francisco, CA 94080

Dear Elvia:

Enclosed is the second amendment to the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This second amendment increases Proposition 36 funding for the period January 1, 2003 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/Belmont/CA 94002. If you have questions, please contact your program liaison, Diana Campos Gomez (802-6414) or myself at (650) 802-6418 (Monday through Thursday).

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Diana Campos Gomez, Program Liaison  
File

**SECOND 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, on February 4, 2003, the parties entered into a first amendment to the fee-for-service agreement; and

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

**CHANGE #1: Section 1 of the body of the Agreement is amended to read as follows:**

- Exhibit A (Revision 1):** Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36) and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.
- Exhibit B:** Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit C:** Outcome Based Management (OBM) and Budgeting Responsibilities
- Exhibit D:** **Center for Substance Abuse Treatment (CSAT) HIV "Door-to-Treatment" Services and Rates of Payment for Those Services.**

**CHANGE #2: Section 3.A. of the body of the Agreement is amended to read as follows:**

- 1) **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)** for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.
- 2) **ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407)** for SB 223 drug testing services described in Exhibit A for the contract term.



- 3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.
- 4) **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500) for CSAT HIV “Door-to-Treatment” services described in Exhibit D for the period January 1, 2003 through June 30, 2003.**

**CHANGE #3: Delete Exhibit A and insert revised Exhibit A (Revision 1), attached hereto and incorporated by reference herein.**

**CHANGE #4: Insert Exhibit D attached hereto and incorporated by reference herein.**

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

1. The Agreement of October 22, 2002, as amended on February 4, 2003, be further amended as set forth herein.
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.

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

\_\_\_\_\_  
Signature

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

March 19, 2003

Project Ninety, Inc.  
Att: James Stansberry, Executive Director  
720 South "B" Street, Suite 3  
San Mateo, CA 94401

Dear Jim:

Enclosed is the second amendment to the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This second amendment adds new and/or enhanced Proposition 36 funding and services awarded through the latest Proposition 36 Request for Proposals, and new CSAT HIV services. Services and funding are for the period January 1, 2003 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/Belmont/CA 94002. If you have questions, please contact your program liaison, Rex Andrea (650-802-6590) or myself at (650) 802-6418 (Monday through Thursday).

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Rex Andrea, Program Liaison  
Diana Campos Gomez, Alcohol and Drug Services  
File

**EXHIBIT A (Revision 1 Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and**  
**SB 223 Funded Alcohol and Drug Treatment Services**  
**PROJECT NINETY, INC.**  
**July 1, 2002 through June 30, 2003**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. Contractor will comply with **the Department of Alcohol and Drug Programs (ADP) Emergency Adoption of Chapter 2.5, commencing with Section 9500, Division 4, Title 9, California Code of Regulations Substance Abuse and Crime Prevention Act of 2000**, and OMB Circulars A-87 and A-122. 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. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

**I. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**A. SACPA/Proposition 36 Start-up Activities**

Contractor's start-up activities and expenses will comply with the Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit Organizations". Start-up activities and expenses will be in accordance with Contractor's approved start-up budget. Contractor will provide the following start-up activities necessary to provide SACPA/Proposition 36 funded services:

1. Purchase computer equipment and furnishings necessary to support the SACPA/Proposition 36 treatment services.
2. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.

B. SACPA/Proposition 36 Residential Alcohol and Drug Treatment Services

In addition to Contractor's basic residential alcohol and drug treatment services, Contractor will also provide services to individuals with co-occurring disorders as defined in Section III.C.1. of Attachment 6. Contractor's basic men's residential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic 90 day men's residential treatment program will include: individual and group counseling, family groups, the 12-step model of recovery, introduction to Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) meetings, life skills training, transportation, relapse prevention, and aftercare planning.
3. Access to ancillary support services including: 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive education and job training through Welfare-to-Work, Peninsula Works, and the Family Self-Sufficiency Team (FSST), legal issues, housing, and health/mental health issues.
4. In addition, Contractor will provide men's residential alcohol and drug treatment services to men who have co-occurring disorders. Services will include the same basic treatment services, plus medication monitoring, psychiatric counseling, longer group sessions, and mental health support services.
  - a. Contractor will have in place written policies and procedures regarding the monitoring of program participants with co-occurring disorders and the monitoring of medications.

C. SACPA/Proposition 36 Working Men's Residential Alcohol and Drug Treatment Services

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

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]),

food, shelter, and other basic needs, addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.

2. Contractor's basic 90 day working men's residential treatment program will include a minimum of: 2 individual and 4 group counseling sessions, per program participant, per month, weekly family groups, the 12-step model of recovery, and financial planning.
3. Access to ancillary support services including: 12-step meetings, HIV/AIDS testing and education, vocational counseling, employment placement, counseling for issues including anger management, and molestation/sexual/violence issues, and family services.

D. SACPA/Proposition 36 Funded Alcohol and Drug Intensive Day Treatment Services

Contractor's basic intensive day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic 90 day intensive day treatment services will include a minimum of 2 individual and 8 group counseling sessions per month, per program participant (e.g. monthly treatment episode).
3. Curriculum will include a structured program including individual and group counseling, light snacks, art therapy, and alcohol and drug-free recreation and family socialization activities.
4. Access to ancillary support services including: transportation, legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and health/mental health assessments.

E. SACPA/Proposition 36 Funded Alcohol and Drug Aftercare Services:  
**Contractor will provide aftercare services for the period January 1, 2003 through June 30, 2003. Contractor will provide a six month**

aftercare program to SACPA/ Proposition 36 program participants, including individuals with co-occurring disorders, who have been assessed as needing aftercare services. Aftercare services will be provided upon assessment and referral from the SACPA/Proposition 36 Team. Contractor's aftercare services will include:

1. Individual and group counseling and family education that addresses relapse prevention/trigger awareness issues, anger management, high risk situation avoidance, money management and issues of frustration and depression.
2. On-going assessment, diagnosis, aftercare treatment planning with program participant's input, relapse prevention education and activities, psychiatric assessment, coping skills training and development of an aftercare exit plan.
3. Access to health and mental health services, and 12-step meetings.
4. Aftercare services will be designed to be responsive to the program participant's special needs. Individual progress will be monitored. If a program participant presents as requiring additional treatment or aftercare, Contractor will assist program participant to obtain necessary services.

## **II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a SACPA/ Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.

- C. All payments under this Agreement must directly support services specified in this Agreement.



**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

A. SACPA/Proposition 36 Start-up Rates

From these funds County shall pay Contractor an advance payment of TWELVE THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$12,550) for start-up costs for the SACPA/Proposition 36 services in accordance with the approved start-up budget, for the start-up activities outlined above. Contractor's start-up activities will comply with Section III.A.1. of Attachment 6. Payment shall be based on estimate of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and costs will be made upon submission of receipts by Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/Proposition 36 start-up funds exceed TWELVE THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$12,550).

B. Alcohol and Drug Treatment Rates

From the aggregate funds County shall pay Contractor at the following rates:

1. \$58.00 per bed day for residential treatment services, including food, shelter and other basic needs;
2. \$91.00 per bed day for residential treatment services for program participants with co-occurring disorders, including food shelter and other basic needs;
3. 35.00 per bed day for the working men's residential treatment program.; and;
4. \$59.00 per visit day for intensive day treatment services which will include light snacks, recreational activities such as art therapy, or

- other types of day time activities (may also include transportation).
5. **\$20.00 per staff available hour for aftercare services (for the period January 1, 2003 through June 30, 2003).**

- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these SACPA/Proposition 36 alcohol and drug treatment services. A separate billing will be submitted for both residential and intensive day treatment services.
- D. Contractor's monthly itemized bill will include the following:
1. Name of program participant receiving SACPA/Proposition 36 funded services, modality (residential, co-occurring disorders, working's men's residential, intensive day treatment, **or aftercare**), and the name of the referring SACPA/Proposition 36 team member.
  2. Dates services were provided, the number of bed days provided for residential, or number of visit days provided for intensive day treatment services, broken down by program participant.
  3. Number of staff available hours provided for intensive day treatment **or aftercare** services each month, **by modality**.
  4. **Number of groups and individual counseling hours provided for aftercare services.**
  5. Total amount of the bill for each month, by modality.
  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.

#### IV. **SB 223 FUNDED DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with the California Health and Safety Code regulations for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

- A. Drug Testing Methods

Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but are not limited to, a urine test, a blood test, saliva test, and breath alcohol test.

B. Guidelines for Drug Testing

1. Drug testing must be used as a treatment tool.
2. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
3. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
4. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
5. A single drug test shall not be the sole basis for:
  - a) determining unamenability to treatment, or
  - b) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
6. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

C. SB 223 Drug Testing Payment Rates

In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor as follows:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.

2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB 223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.
  - c) Total amount of the bill for SB 223 drug testing services for each month.
3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) 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.

**EXHIBIT D (Fee-For-Service Agreement)**  
**Center For Substance Abuse Treatment HIV “Door-to-Treatment” Funded  
Alcohol and Drug Treatment Services  
PROJECT NINETY, INC.  
January 1, 2003 through June 30, 2003**

These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including 1) men who inject drugs, 2) men who have sex with men, 3) adolescents, 4) women, and 5) individuals released from incarceration within the past two years. Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-treatment” grant. Contractor shall provide adult men’s residential alcohol and drug Treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

**I. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED “DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES**

Admit to Contractor’s alcohol and drug treatment service(s), individuals who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant. Contractor will provide the following services for the period January 1, 2003 through June 30, 2003:

A. Adult Men’s Residential Alcohol and Drug Treatment Services:  
Contractor will provide the following adult men’s residential alcohol and drug treatment services:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI, food, shelter and other basic needs, treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Contractor’s basic 90 day men’s residential treatment program will include: individual and group counseling, family groups, the 12-step model of recovery, introduction to Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) meetings, life skills training, transportation, relapse prevention, and aftercare planning.

3. Access to ancillary support services including: 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive education and job training through Welfare-to-Work, Peninsula Works, and the Family Self-Sufficiency Team (FSST), legal issues, housing, and health/mental health issues.
4. In addition, Contractor will provide men's residential alcohol and drug treatment services to men who have co-occurring disorders. Services will include the same basic treatment services, plus medication monitoring, psychiatric counseling, longer group sessions, and mental health support services.
  - a. Contractor will have in place written policies and procedures regarding the monitoring of program participants with co-occurring disorders and the monitoring of medications.

B. Adolescent Residential Alcohol and Drug Treatment Services: Contractor will provide adolescent residential alcohol and drug treatment services to male adolescents ages 14-18. Any male program participant turning 18 will be eligible to receive residential treatment services under Contractor's adult male residential alcohol and drug treatment program, unless they are still considered a dependent in which case they will remain in the adolescent treatment program. Contractor will provide the following services for the period January 1, 2003 through June 30, 2003:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, food, shelter and other basic needs, treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Incorporate substance abuse treatment while integrating program participant into educational, social, family and therapeutic activities that are healthy and productive.
3. Curriculum will include: high risk behaviors around substance abuse, sexual activity, and criminal gang involvement; individual and group counseling; quarterly family meetings, family therapy, anger management, and individual and group therapy; introduction to 12-step based recovery including Alcoholics Anonymous and Narcotics

Anonymous; educational support; weekly progress reports; scheduled clean and sober recreational and cultural activities; relapse identification and prevention; job search skills and appropriate life skills training; transportation; safe sex education including HIV prevention; and aftercare planning.

4. Make available ancillary support services including HIV/AIDS testing and education, literacy assessment and training, and basic education assessment and instruction.

## **II. CSAT/HIV “DOOR-TO-TREATMENT” REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to CSAT/HIV “Door-to-Treatment” program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. 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 CSATA/HIV “Door-to-Treatment” 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.
- B. All payments under this Agreement must directly support services specified in this Agreement

## **III. CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV “Door-to-Treatment” 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 THIRTY-SEVEN THOUSAND FIVE HUNDRED (\$37,500), for the period January 1, 2003 through June 30, 2003. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. Alcohol and Drug Treatment Services Rates of Payment:  
From the aggregate funds County shall pay Contractor at the following rates:
1. \$72.20 per bed day for adult men's residential alcohol and drug treatment services, including food, shelter and other basic needs, for the first 30 days of services;
  2. \$42.15 per bed day for adult men's residential alcohol and drug treatment services including food, shelter and other basic needs, for the next 60 days of services;
  3. \$170.00 per bed day for adolescent male residential alcohol and drug treatment services including food, shelter, and other basic needs. (Adolescent services are provided for a minimum of 6 months.)
- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV "Door-to-Treatment" alcohol and drug treatment services.
- C. Contractor's monthly itemized bill will include the following:
1. Name of program participant receiving CSAT/HIV "Door-to-Treatment" funded services, by modality, and the name of the referring County Alcohol and Drug Social Worker.
  2. Dates services were provided, the number of bed days provided for residential, broken down by program participant, by modality.
  3. Number of groups and individual counseling hours provided for day treatment services.
  4. Total amount of the bill for each month, by modality.
  5. 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.



**SECOND 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, on February 4, 2003, the parties entered into a first amendment to the fee-for-service agreement; and

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

**CHANGE #1: Section 1, Exhibit A, of the body of the Agreement is amended to read as follows:**

**Exhibit A (Revision 1):** Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

**CHANGE #2: Delete Section 3.A.1. from the body of the Agreement and insert revised Section 3.A.1. to read as follows:**

1. **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)** for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

**CHANGE #3: Delete Exhibit A and insert revised Exhibit A (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, as amended on February 4, 2003, be further amended as set forth herein.
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.

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

\_\_\_\_\_  
Signature

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

March 19, 2003

Pyramid Alternatives  
Att: George Torney, Executive Director  
480 Manor Plaza  
Pacifica, CA 94044

Dear George:

Enclosed is the second amendment to the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This second amendment adds new and/or enhanced Proposition 36 funding and services awarded through the latest Proposition 36 Request for Proposals. Services and funding are for the period January 1, 2003 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/Belmont/CA 94002. If you have questions, please contact your program liaison, Paula Nannizzi (802-6468) or myself at (650) 802-6418 (Monday through Thursday).

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Paula Nannizzi, Program Liaison  
Diana Campos Gomez, Alcohol and Drug Services  
File

**EXHIBIT A (Revision 1 Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**and SB 223 Funded Alcohol and Drug Treatment Services**  
**PYRAMID ALTERNATIVES**  
**July 1, 2002 through June 30, 2003**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team Contractor will comply with **the Department of Alcohol and Drug Programs (ADP) Emergency Adoption of Chapter 2.5, commencing with Section 9500, Division 4, Title 9, California Code of Regulations Substance Abuse and Crime Prevention Act of 2000**; and OMB Circulars A-87 and A-122. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained. Contractor'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 admit individuals, hereinafter referred to as "program participants", referred by SACPA/Proposition 36 Team to these services. The length of treatment will vary according to the specific need of each program participant. Contractor will provide the following services at mutually agreed upon location(s) in San Mateo County to individuals who are deemed eligible for SACPA/ Proposition 36 funded services:

**I. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

A. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services: Contractor's outpatient services will be culturally and language appropriate in English, Spanish and Tagalog; and will also be culturally appropriate for the gay and lesbian population as necessary. Contractor will also provide services to individuals with co-occurring disorders as defined in Section III.C. of Attachment 6, herein. Contractor's basic outpatient treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), **individualized treatment plan (in conjunction with the program participant)**, urine screening, 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. Contractor's basic outpatient treatment services will include a minimum of 4 weeks of outpatient services including: 4 individual counseling sessions, 4 group counseling sessions, per month, per program participant.
3. Curriculum will include: psycho-educational sessions in content and function, and will address each program participant's unique issues such as: threat of suicide, co-occurring disorders, cultural, employment, health, anger management, sexual orientation, and other related issues including family issues.
4. Family sessions will include: psycho-education, parenting skills, developmental and maturation indicators, risk assessment and management, cultural and/or unique issues.
5. Access to ancillary services including: legal support, HIV/AIDS testing and education, health/mental health care, literacy assistance and supportive educational training, and job search.
6. In addition, program participants with a co-occurring disorder will receive Contractor's basic outpatient services plus groups specifically tailored for that population, which will be co-facilitated with Mental Health Services.
  - a. Program participants will be allowed prescribed psychotropic medications with written confirmation from the prescribing physician.

B. SACPA/Proposition 36 Substance Abuse Education and Intervention Services:

Contractor's substance abuse education and intervention services will be culturally and language appropriate in English, Spanish and Tagalog; and will also be culturally appropriate for the gay and lesbian population as necessary. Contractor will also provide services to individuals with co-occurring disorders as defined in Section III.C. of Attachment 6, herein.

1. Contractor's basic substance abuse education services will include:
  - a. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, **relapse prevention**, aftercare planning, and follow-up with Probation/Parole as required.

- b. Contractor's basic substance abuse education services will include a minimum of **8 weeks** of substance abuse education services including: **individual and** group counseling sessions, **on average 3 hours per week plus 2 hours per week of 12-step and/or ancillary support services.**
    - c. Curriculum will include: program participants and family members will receive psycho-education including a full range of subjects from the disease model of addiction to job and educational issues, family dynamics, building parenting skills, **risk assessment and management**, urine screening, on-going support in 12-step and similar programs.
    - d. Access to ancillary services including: health screening, HIV testing, tutoring, job skills, family support groups, plus other related services.
  - 2. Contractor's basic early intervention services will include:
    - a. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, aftercare planning, urine screening, and follow-up with Probation/ Parole as required.
    - b. Contractor's basic early intervention plan will include a minimum of **4 weeks of intervention** services including: individual and group counseling sessions, **to address problem identification and identifying on-going support systems.**
    - c. Curriculum will include: program participants and family members will receive psycho-education including a full range of subjects from the disease model of addiction to job and educational issues, family dynamics, building parenting skills, on-going support in 12-step and similar programs.
    - d. Access to ancillary services including: health screening, HIV testing, tutoring, job skills, family support groups, plus other related services.
- C. SACPA/Proposition 36 Alcohol and Drug Treatment Readiness Services: Contractor's substance abuse education and intervention services will be culturally and language appropriate in English, Spanish and Tagalog; and will also be culturally appropriate for the gay and lesbian population as necessary. Contractor will also provide services to individuals with co-

occurring disorders as defined in Section III.C. of Attachment 6, herein. Contractor's basic treatment readiness services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (**in conjunction with program participant**), relapse prevention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic treatment readiness services will include a minimum of **3 weeks** of treatment readiness services including: **3** individual and **3** group counseling sessions, per month, per program participant.
3. Curriculum will include: sessions which are psycho-educational in content and function, and will address each program participant's unique issues such as: threat of suicide, co-occurring disorders, cultural, employment, health, anger management, sexual orientation, and other related issues including family issues.
4. Family sessions will include: psycho-education, parenting skills, developmental and maturation indicators, risk assessment and management, cultural and/or unique issues.
5. Access to ancillary services including: legal support, HIV/AIDS testing and education, health/mental health care, literacy assistance and supportive educational training, and job search.
6. In addition, program participants with a co-occurring disorder will receive Contractor's basic treatment readiness services plus groups specifically tailored for that population, which will be co-facilitated with Mental Health Services.
  - a. Program participants will be allowed prescribed psychotropic medications with written confirmation from the prescribing physician.

**D. SACPA/Proposition 36 Alcohol and Drug Aftercare Services:** Contractor's alcohol and drug aftercare services will be culturally and language appropriate in English, Spanish and Tagalog; and will also be culturally appropriate for the gay and lesbian population as necessary. Contractor will also provide services to individuals with co-occurring disorders as defined in Section III.C. of Attachment 6, herein. Contractor's basic alcohol and drug aftercare services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. **Contractor's basic alcohol and drug aftercare services will include a minimum of 24 weeks of aftercare services including: 2 group counseling sessions, 2 per week for 12 weeks, then 1 per week for 12 weeks, per program participant.**
3. Curriculum will include: sessions which are psycho-educational in content and function, and will address each program participant's unique issues such as: threat of suicide, co-occurring disorders, cultural, employment, health, anger management, sexual orientation, and other related issues including family issues.
4. **Access to ancillary services including health/mental health care and social support.**
5. **Re-engagement into more intensive treatment will be offered for those program participants who experience difficulties during aftercare.**
6. In addition, program participants with a co-occurring disorder will receive Contractor's basic treatment readiness services plus groups specifically tailored for that population, which will be co-facilitated with Mental Health Services.
  - a. Program participants will be allowed prescribed psychotropic medications with written confirmation from the prescribing physician.

**II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

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



the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.

- C. All payments under this Agreement must directly support services specified in this Agreement.

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

A. In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not **exceed TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

1. From these funds County shall pay Contractor at the rate of \$78.00 per available staff hour for substance abuse education, intervention, treatment readiness, and outpatient services; **and \$40 per available staff hour for aftercare services.**
2. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these SACPA/Proposition 36 alcohol and drug treatment services.
3. Contractor's monthly itemized bill will include the following:
  - a. Name of program participant receiving SACPA/Proposition 36 funded services, and name of the referring SACPA/Proposition 36 team member.
  - b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, by modality (i.e. substance abuse education, intervention, treatment readiness, outpatient, **and aftercare**).
  - c. Number of group counseling hours provided, broken down by program participant, by modality.
  - d. Number of staff hours each month, by modality.

- e. Total amount of the bill for each month, by modality.
- f. 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.

**V. SB 223 FUNDED DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

**A. Drug Testing Methods:**

Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but are not limited to, a urine test, a blood test, saliva test, and breath alcohol test.

**B. Guidelines for Drug Testing:**

1. Drug testing must be used as a treatment tool.
2. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
3. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
4. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
5. A single drug test shall not be the sole basis for:
  - a) determining unamenability to treatment, or
  - b) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).

6. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

C. SB 223 Drug Testing Payment Rates:

In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor as follows:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.
  - c) Total amount of the bill for SB 223 drug testing services for each month.
3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) 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.

**SECOND AMENDMENT TO THE FEE FOR SERVICE AGREEMENT WITH  
THE 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 the 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, on February 4, 2003, the parties entered into a first amendment to the fee-for-service agreement; and

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

**CHANGE #1: Section 1 of the body of the Agreement is amended to read as follows:**

- Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payments for Those Services
- Exhibit C: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit D: Center for Substance Abuse Treatment (CSAT) HIV "Door-to-Treatment" Services and Rates of Payment for Those Services.**

**CHANGE #2: Section 3.A. of the body of the Agreement is amended to read as follows:**

- 1) **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)** for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.
- 2) **ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407)** for SB 223 drug testing services described in Exhibit A for the contract term.

- 3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.
- 4) **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500) for CSAT HIV “Door-to-Treatment” services described in Exhibit D for the period January 1, 2003 through June 30, 2003.**

**CHANGE #3: Delete introductory paragraph from Section III of Exhibit A, and insert revised introductory paragraph to read as follows:**

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT:**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17.

**CHANGE #4: Insert Exhibit D attached hereto and incorporated by reference herein.**

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

1. The Agreement of October 22, 2002, as amended on February 4, 2003, be further amended as set forth herein.
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.

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

\_\_\_\_\_  
Signature

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

March 19, 2003

The Service League of San Mateo County  
Att: Elizabeth Gheleta, Executive Director  
727 Middlefield Road  
Redwood City, CA 94063

Dear Elizabeth:

Enclosed is the second amendment to the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This second increases Proposition 36 funding, and adds CSAT HIV services for the period January 1, 2003 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/ Belmont/CA 94002. If you have questions, please contact your program liaison, Christine O'Kelly (802-6413) or myself at (650) 802-6418 (Monday through Thursday).

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Christine O'Kelly, Program Liaison  
Diana Campos Gomez, Alcohol and Drug Services  
File

**EXHIBIT D (Fee-For-Service Agreement)**  
**Center For Substance Abuse Treatment HIV “Door-to-Treatment” Funded**  
**Alcohol and Drug Treatment Services**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**January 1, 2003 through June 30, 2003**

These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including: 1) women; 2) adolescents; 3) men who inject drugs; 4) men who have sex with men; and 5) individuals released from incarceration within the past two years. Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-Treatment” grant. Contractor shall provide these alcohol and drug treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

**I. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED “DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES**

Admit to Contractor’s alcohol and drug treatment services, individuals who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant. Population relevant programming will be made available to female alcohol and drug treatment participants. Contractor will provide the following services for the period January 1, 2003 through June 30, 2003:

**A. Women’s Residential Alcohol and Drug Treatment Services:**

The following services are part of Contractor’s basic women’s residential alcohol and drug treatment program:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Provide individual and group alcohol and drug related counseling.



3. Provide two (2), two (2) hour alcohol and drug related education classes each week that will be documented in participant case records. Education classes will cover the following subjects:
  - a) alcohol and drug addiction and recovery;
  - b) life skills, including household budgeting, credit and time management;
  - c) vocational education, including job readiness and dressing for success;
  - d) continued education;
  - e) parenting skills;
  - f) socialization skills;
  - g) alcohol and drug free leisure activities;
  - h) physical fitness, nutrition and cooking;
  - i) health education, including utilizing medical services and AIDS/HIV awareness;
  - j) self-esteem;
  - k) stress management; and
  - l) court procedures.
4. Residents will be expected to attend Alcoholics Anonymous (AA), Narcotics Anonymous (NA), and/or other self-help groups during their participation in the program.
5. Refer all appropriate unemployed program participants to the Department of Vocational Rehabilitation for assessment, job training, and placement.
6. Address family reunification issues so program participants may work to maintain family structure and may have a family base to return to upon completing the Hope House program.
7. Review all medical needs of program participants and make appropriate referrals as required.
8. Provide or facilitate at least one (1) alcohol and drug free socialization activity for residents per quarter.
9. Provide recovery services according to the social model of recovery; Contractor will emphasize peer-oriented recovery counseling.

**II. CSAT/HIV “DOOR-TO-TREATMENT” REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to CSAT/HIV “Door-to-Treatment” program participants who are

referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. 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 CSATA/HIV “Door-to-Treatment” 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.
  
- B. All payments under this Agreement must directly support services specified in this Agreement

III. **CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV “Door-to-Treatment” 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 THIRTY-SEVEN THOUSAND FIVE HUNDRED (\$37,500), for the period January 1, 2003 through June 30, 2003. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. Alcohol and Drug Treatment Services Rates of Payment:  
From the aggregate funds County shall pay Contractor at the following rates:
  - 1. \$68.75 per bed day for women’s residential alcohol and drug treatment services, including food, shelter and other basic needs.
  
- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV “Door-to-Treatment” alcohol and drug treatment services.
  
- C. Contractor’s monthly itemized bill will include the following:

1. Name of program participant receiving CSAT/HIV “Door-to-Treatment” funded services, and the name of the referring County Alcohol and Drug Social Worker.
2. Dates services were provided, the number of bed days provided for residential, broken down by program participant.
3. Total amount of the bill for each month, by modality.
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.

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

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and the 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, on February 4, 2003, the parties entered into a first amendment to the fee-for-service agreement; and

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

**CHANGE #1: Section 1 of the body of the Agreement is amended to read as follows:**

- Exhibit A: Substance Abuse and Crime Prevention Act (SCAPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit C: Outcome Based Management (OBM) and Budgeting Responsibilities
- Exhibit D: Center for Substance Abuse Treatment (CSAT) HIV "Door-to-Treatment" Services and Rates of Payment for Those Services.**

**CHANGE #2: Section 3.A. of the body of the Agreement is amended to read as follows:**

- 1) **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)** for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.
2. ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

- 3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.
- 4) **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500) for CSAT HIV “Door-to-Treatment” services described in Exhibit D for the period January 1, 2003 through June 30, 2003.**

**CHANGE #3: Delete introductory paragraph from Section III of Exhibit A, and insert revised introductory paragraph to read as follows:**

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES AND RATES OF PAYMENT:**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17.

**CHANGE #4: Insert Exhibit D attached hereto and incorporated by reference herein.**

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

1. The Agreement of October 22, 2002, as amended on February 4, 2003, be further amended as set forth herein.
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.

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

\_\_\_\_\_  
Signature

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

March 19, 2003

Sitike Counseling Center  
Att: Rhonda Ceccato, Executive Director  
306 Spruce Avenue  
South San Francisco, CA 94080

Dear Rhonda:

Enclosed is the second amendment to the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This second increases Proposition 36 funding, and adds CSAT HIV services for the period January 1, 2003 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/Belmont/CA 94002. If you have questions, please contact your program liaison, Rex Andrea (802-6590) or myself at (650) 802-6418 (Monday through Thursday).

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Rex Andrea, Program Liaison  
Diana Campos Gomez, Alcohol and Drug Services  
File

**EXHIBIT D (Fee-For-Service Agreement)**  
**Center For Substance Abuse Treatment HIV “Door-to-Treatment” Funded**  
**Alcohol and Drug Treatment Services**  
**SITIKE COUNSELING CENTER**  
**January 1, 2003 through June 30, 2003**

These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including: 1) women; 2) adolescents; 3) men who inject drugs; 4) men who have sex with men; and 5) individuals released from incarceration within the past two years. Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-Treatment” grant. Contractor shall provide these alcohol and drug treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

**I. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED “DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES**

Admit to Contractor’s alcohol and drug treatment services, individuals who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant. Contractor will provide the following services for the period January 1, 2003 through June 30, 2003:

**A. Alcohol and Drug Intensive Day Treatment Services:**

The following services are part of Contractor’s alcohol and drug intensive day treatment program:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Contractor’s basic intensive day treatment services will include: 5 individual and 20 group counseling sessions, 20 transportation trips, 80 hours of child care, per program participant, per month.
3. Curriculum will include: treatment planning, early recovery, education about and development of tools to deal with



craving and other withdrawal symptoms, nutritional information as it relates to recovery, information and education regarding the disease of addiction and its progression, physiological, psychological and spiritual aspects of addiction and development of the motional and psychological tools to maintain abstinence, relapse prevention including: identification of triggers, actions to be taken to avoid relapse and identification of people, places and situations that program participants need to come to terms with in order to support on-going recovery, family issues, employment, and financial and legal issues.

4. Access to ancillary support services including: acupuncture treatment, 12-step meetings, education on HIV/AIDS, hepatitis C and tuberculosis, health screening, life skills training, family therapy, referral for job skills assessment and training, and referrals for housing and literacy assessment and training.

## **II. CSAT/HIV “DOOR-TO-TREATMENT” REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to CSAT/HIV “Door-to-Treatment” program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. 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 CSATA/HIV “Door-to-Treatment” 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.
- B. All payments under this Agreement must directly support services specified in this Agreement

## **III. CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV “Door-to-Treatment” 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 THIRTY-SEVEN THOUSAND FIVE HUNDRED (\$37,500), for the period January 1, 2003 through June 30, 2003. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. Alcohol and Drug Treatment Services Rates of Payment:  
From the aggregate funds County shall pay Contractor at the following rates:
  - 1. \$135.28 per treatment visit day for alcohol and drug intensive day treatment services.
  
- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV "Door-to-Treatment" alcohol and drug treatment services.
  
- C. Contractor's monthly itemized bill will include the following:
  - 1. Name of program participant receiving CSAT/HIV "Door-to-Treatment" funded services, and the name of the referring County Alcohol and Drug Social Worker.
  
  - 2. Dates services were provided, the number of treatment visit days provided for intensive day treatment, broken down by program participant.
  
  - 3. Number of group and individual counseling hours provided.
  
  - 4. Total amount of the bill for each month, by modality.
  
  - 5. 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.

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

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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, on February 4, 2003, the parties entered into a first amendment to the fee-for-service agreement; and

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

**CHANGE #1: Delete Section 3.A.1 from the body of the Agreement and insert revised Section 3.A.1. to read as follows:**

1. **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)** for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

**CHANGE #2: Delete introductory paragraph from Section III of Exhibit A, and insert revised introductory paragraph to read as follows:**

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT:**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17.

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

1. The Agreement of October 22, 2002, as amended on February 4, 2003, be further amended as set forth herein.
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.

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

\_\_\_\_\_  
Signature

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

March 19, 2003

Walden House, Inc.  
Att: Debi Lewis, VP/Director of Administration  
520 Townsend Street  
San Francisco, CA 94103

Dear Ms. Lewis:

Enclosed is the second amendment to the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This second amendment increases Proposition 36 funding for the period January 1, 2003 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/Belmont/CA 94002. If you have questions, please contact your program liaison, Paula Nannizzi (802-6468) or myself at (650) 802-6418 (Monday through Thursday).

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Paula Nannizzi, Program Liaison  
Diana Campos Gomez, Alcohol and Drug Services  
File

**SECOND AMENDMENT TO THE FEE FOR SERVICE AGREEMENT WITH  
WOMEN'S RECOVERY ASSOCIATION  
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and 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, on February 4, 2003, the parties entered into a first amendment to the fee-for-service agreement; and

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

**CHANGE #1: Section 1 of the body of the Agreement is amended to read as follows:**

- Exhibit A (Revision 1):** Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.
- Exhibit B:** Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit C:** Outcome Based Management (OBM) and Budgeting Responsibilities
- Exhibit D:** **Center for Substance Abuse Treatment (CSAT) HIV "Door-to-Treatment" Services and Rates of Payment for those services.**

**CHANGE #2: Section 3.A. of the body of the Agreement is amended to read as follows:**

- 1) TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.**

- 2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.
- 3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.
- 4) **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500) for CSAT HIV "Door-to-Treatment" services described in Exhibit D for the period January 1, 2003 through June 30, 2003.**

**CHANGE #3 Delete Exhibit A and insert revised Exhibit A (Revision 1), attached hereto and incorporated by reference herein.**

**CHANGE #4 Insert Exhibit D attached hereto and incorporated by reference herein.**

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

1. The Agreement of October 22, 2002, as amended on February 4, 2003, be further amended as set forth herein.
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.

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

\_\_\_\_\_  
Signature

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



March 19, 2003

Women's Recovery Association  
Att: Jolie Bou, Executive Director  
1450 Chapin Avenue, 1<sup>st</sup> floor  
Burlingame, CA 94010

Dear Jolie:

Enclosed is the second amendment to the fee-for-service agreement between your agency and the San Mateo County Alcohol and Drug Services. This second amendment adds new and/or enhanced Proposition 36 funding and services awarded through the latest Proposition 36 Request for Proposals, and new CSAT HIV treatment services. Services and funding are for the period January 1, 2003 through June 30, 2003.

Please review the enclosed document, and if you have no questions, please sign where indicated and return the completed signed pages to my attention at: 400 Harbor Blvd., Bldg. C/Belmont/CA 94002. If you have questions, please contact your program liaison, Yadhira Christensen (802-6587) or myself at (650) 802-6418 (Monday through Thursday).

Sincerely,

Jane Marks  
Human Services Analyst

Encl.

cc: Yadhira Christensen, Program Liaison  
Diana Campos Gomez, Alcohol and Drug Services  
File

**EXHIBIT A (Revision 1 Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2002 through June 30, 2003**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. Contractor'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 comply with **the Department of Alcohol and Drug Programs (ADP) Emergency Adoption of Chapter 2.5, commencing with Section 9500, Division 4, Title 9, California Code of Regulations Substance Abuse and Crime Prevention Act of 2000**, and OMB Circulars A-87 and A-122. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

**I. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**A. SACPA/Proposition 36 Start-up Activities:**

Contractor's start-up activities and expenses will comply with the Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit Organizations." Start-up activities and expenses will be in accordance with Contractor's approved start-up budget. Contractor will provide the following start-up activities necessary to provide SACPA/Proposition 36 funded services:

1. Update database to allow tracking of SACPA/Proposition 36 clients and client services in order to provide required data collection and reporting of the SACPA/Proposition 36 treatment services.
2. Purchase computer workstation necessary to support the SACPA/ Proposition 36 treatment services.
3. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.

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

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

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

C. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services:

Contractor's basic outpatient services will be available to women and women with children. Contractor's basic outpatient services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) treatment plan (**in conjunction with the program participant**), relapse prevention, urine screening, follow-up at 3-months and 9-months after intake for each program participant, follow-up with Probation/ Parole as required.
2. Contractor's basic outpatient treatment services will include: 1 individual and 4 group counseling sessions per program participant, per month.

3. Curriculum will include: stress management, 12-step recovery, life skills, self esteem building, family dynamics, relationship skills, crisis prevention, mentoring, alcohol and drug-free social activities, and aftercare planning.
4. Access to ancillary services including: health/mental health, vocational training, housing, literacy/education, financial assistance, legal issues, transportation, child care, and family and couples counseling.

D. SACPA/Proposition 36 Women's Day Treatment Services:

Contractor's basic women's day treatment services will be available to women and women with children. Contractor's basic women's day treatment services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) treatment plan (**in conjunction with the program participant**), relapse prevention, urine screening, follow-up at 3-months and 9-months after intake for each program participant, follow-up with Probation/ Parole as required.
2. Program participants will attend the day treatment program 3 to 5 days per week for 10 to 20 hours per week. Contractor's basic women's day treatment services will include: 4 individual and 46 group counseling sessions per program participant, per month.
3. Curriculum will include: treatment planning, family assessment, weekly family and friends group meetings, education on chemical dependency, family dynamics, eating disorders, sex education, life skills, health education, pharmacology, domestic violence, AIDS/HIV and hepatitis C education, acupuncture, exercise, relaxation techniques, parenting skills, mommy and me classes, family sessions, process groups, vocational training planning, child care, and aftercare planning.
4. Access to ancillary services including: Family Self Sufficiency Team (FSST), health/mental health, vocational training, housing, legal issues, transportation, child care, family and couples counseling, 12-step and other support groups.

E. SACPA/Proposition 36 Women's Intensive Day Treatment Services:

Contractor's basic women's intensive day treatment services will be available to women and women with children. Contractor's basic women's intensive day treatment services will include:

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

**F. SACPA/Proposition 36 Residential Alcohol and Drug Treatment Services for Women With Co-Occurring Disorders:**

**Contractor will provide residential treatment services to women age 18 years and over who are eligible under Proposition 36 and have been diagnosed with co-occurring disorders (as defined in Section III.C. of Attachment 6). Contractor will provide the following services for the period January 1, 2003 through June 30, 2003:**

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) treatment plan **(in conjunction with the program participant)**, relapse prevention, urine screening, follow-up at 3-months and 9-months after intake for each program participant, follow-up with Probation/ Parole as required.
2. **Program participants will attend orientation, 12-step meetings seven (7) times per week, obtain a sponsor, complete 12-step homework, participate in daily household responsibilities, and learn basic living skills and coping skills for clean and sober living.**

3. **Contractor's educational curriculum will include: nine (9) hours of psycho-education per week, comprehensive education on co-occurring recovery issues including disease concept of chemical addiction, medication management, mood and personality disorders, trauma disorder and recovery, thought disorders, interpersonal relationship and communication skill building, peer support, and introduction to the 12-step model of recovery.**
4. **Contractor's counseling and crisis management curriculum will include: four and one-half (4.5) hours of small group process and drug counseling and nine (9) hours of psycho-education per week including clarification and re-clarifying steps with the program participant to meet the goals of the treatment plan and planning proactively for crisis prevention and skill building. This component will also include immediate mobilization of services in an emergency situation to maintain safety and health.**
5. **Access to ancillary services including: family assessment and counseling, Family Self-Sufficiency Team (FSST), health and mental health services, vocational training, housing, legal assistance, transportation and child care.**

**G. SACPA/Proposition 36 Alcohol and Drug Aftercare Services for Women with Co-Occurring Disorders:**

**Contractor will provide aftercare services to women age 18 years and over who are eligible under Proposition 36 and have been diagnosed with co-occurring disorders (as defined in Section III.C. of Attachment 6). Contractor will provide the following services for the period January 1, 2003 through June 30, 2003:**

1. **Intake and assessment (utilizing the Addiction Severity Index [ASI]) for new admissions, treatment plan (in conjunction with the program participant), relapse prevention, urine screening, follow-up at 3-months and 9-months after intake for each program participant, follow-up with Probation/ Parole as required.**
2. **Contractor's curriculum will include: individual and group interventions, family involvement, linkages and referral to ancillary services, structured recovery activities, discharge planning and follow-up activities.**

3. **Scheduled services will be individualized and will offer one and one half (1.5) to four (4) hours of services per week. Based on program participant's needs, they will have the option to attend an hour and one half (1.5) hour relapse prevention group facilitated by staff, a one and one-half (1.5) hour aftercare group as well as receive, as needed, individual counseling. Services will be provided both during the day and evening hours.**
4. **Program participants will be encouraged to attend 12-step groups and have a 12-step sponsor; and will be encouraged to attend Contractor's alumnae meetings.**

**II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a SACPA/ Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- C. All payments under this Agreement must directly support services specified in this Agreement.

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed **TWO MILLION FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$2,401,414)**. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

- A. SACPA/Proposition 36 Start-up Rates:  
From these funds County shall pay Contractor an advance payment of SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200) for start-up costs for the SACPA/ Proposition 36 services in accordance with the approved start-up budget, for the start-up activities outlined above. Contractor's start-up activities will comply with Section III.A.1. of Attachment 6. Payment shall be based on estimate of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and costs will be made upon submission of receipts by Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/Proposition 36 start-up funds exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).
- B. Treatment Services Rates:
1. From the aggregate funds County shall pay Contractor at the rate of:
    - a. \$87.00 per available staff hour for treatment readiness services;
    - b. \$84.00 per available staff hour for outpatient treatment services;
    - c. \$130 per treatment visit day provided, for day treatment services, per program participant served; services to be billed under one daily rate (treatment visit day) which includes light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation); and
    - d. \$137 per treatment visit day provided, for intensive day treatment services, per program participant served; services to be billed under one daily rate (treatment visit day) which includes light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation).
    - e. **\$145 per bed day provided for residential services for women with co-occurring disorders; which includes food, shelter, and other basic needs (for the period January 1, 2003 through June 30, 2003).**



- f. \$79 per available staff hour for aftercare treatment services for women with co-occurring disorders (for the period January 1, 2003 through June 30, 2003).**
- 2. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services.
- 3. Contractor's monthly itemized bill will include:

  - a. Name of program participant receiving SACPA/ Proposition 36 funded services, modality (treatment readiness, outpatient, day treatment, intensive day treatment, **residential and aftercare**), and the name of the referring SACPA/Proposition 36 team member.
  - b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant for treatment readiness, outpatient, **and aftercare** services.
  - c. Number of group counseling hours provided, by program participant for treatment readiness, outpatient, **and aftercare** services.
  - d. Number of staff hours provided for alcohol and drug treatment services each month, by modality (treatment readiness, outpatient, **and aftercare**).
  - e. Number of treatment visit days provided, by program participant for day treatment and intensive day treatment services.
  - f. Number of bed days provided, by program participant for residential treatment services.**
  - g. Total amount of the bill for each month, by modality.
  - 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.

#### IV. DRUG TESTING

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

3. SB223 Funded Drug Testing Services Rates of Payment  
In full consideration of the SB223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor in the manner described below:
- a. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
  - b. Contractor's monthly itemized bill will include:
    - 1) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
    - 2) Total number of staff hours provided for each month. A staff hour is defined as an available staff hour.
    - 3) Total amount of the bill for testing services for each month.
  - c. 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.

**EXHIBIT D (Fee-For-Service Agreement)**  
**Center For Substance Abuse Treatment HIV “Door-to-Treatment” Funded**  
**Alcohol and Drug Treatment Services**  
**WOMEN’S RECOVERY ASSOCIATION**  
**January 1, 2003 through June 30, 2003**

These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including 1) women and 2) adolescents, 3) men who inject drugs, 4) men who have sex with men, and 5) individuals released from incarceration within the past two years. Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-Treatment” grant. Contractor shall provide these alcohol and drug treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. . Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

**I. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED “DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES**

Admit to Contractor’s alcohol and drug treatment services, individuals who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant. Population relevant programming will be made available to female alcohol and drug treatment participants. Contractor will provide the following services for the period January 1, 2003 through June 30, 2003:

**A. Women’s Residential Alcohol and Drug Treatment Services:**

The following services are part of Contractor’s basic women’s residential alcohol and drug treatment program:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Provide weekly education classes and group counseling sessions and document in participant case records.
3. Have every program participant attend at least four (4) meetings a week of Alcoholics Anonymous, Narcotics

Anonymous, and/or other self-help groups during their participation in the program.

4. Refer all appropriate unemployed program participants to the Department of Rehabilitation for assessment, job training, and placement.
5. Review all medical needs of program participants and make appropriate referrals as required.
6. Provide or facilitate at least one (1) alcohol and drug free socialization activity for program participants per quarter.

B. Outpatient Alcohol and Drug Treatment Services:  
Contractor's basic outpatient services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Contractor's basic outpatient treatment services will include: 1 individual and 4 group counseling sessions per program participant, per month.
3. Curriculum will include: stress management, 12-step recovery, life skills, self esteem building, family dynamics, relationship skills, crisis prevention, mentoring, alcohol and drug-free social activities, and aftercare planning.
4. Access to ancillary services including: health/mental health, vocational training, housing, literacy/education, financial assistance, legal issues, transportation, child care, and family and couples counseling.

C. Day Treatment Services:  
Contractor's basic day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Program participants will attend the day treatment program 3 to 5 days per week for 10 to 20 hours per week.

Contractor's basic women's day treatment services will include: 4 individual and 46 group counseling sessions per program participant, per month.

3. Curriculum will include: treatment planning, family assessment, weekly family and friends group meetings, education on chemical dependency, family dynamics, eating disorders, sex education, life skills, health education, pharmacology, domestic violence, AIDS/HIV and hepatitis C education, acupuncture, exercise, relaxation techniques, parenting skills, mommy and me classes, family sessions, process groups, vocational training planning, child care, and aftercare planning.
4. Access to ancillary services including: Family Self Sufficiency Team (FSST), health/mental health, vocational training, housing, legal issues, transportation, child care, family and couples counseling, 12-step and other support groups.

D. Intensive Day Treatment Services:

Contractor's basic intensive day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Program participants will attend the day treatment program 3 to 5 days per week for 10 to 20 hours per week. Contractor's basic women's intensive day treatment plan will include: 4 individual and 70 group counseling sessions per program participant, per month. Contractor will provide program participants with transportation to and from facility as needed.
3. Curriculum will include: treatment planning, family assessment, weekly family and friends group meetings, education on chemical dependency, family dynamics, eating disorders, sex education, life skills, health education, pharmacology, domestic violence, AIDS/HIV and hepatitis C education, acupuncture, exercise, relaxation techniques, parenting skills, mommy and me classes, family sessions, process groups, vocational training planning, child care, and aftercare planning.

4. Access to ancillary services including: Family Self Sufficiency Team (FSST), health/mental health, vocational training, housing, legal issues, transportation, child care, family and couples counseling, 12-step and other support groups.

**II. CSAT/HIV “DOOR-TO-TREATMENT” REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to CSAT/HIV “Door-to-Treatment” program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. 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 CSATA/HIV “Door-to-Treatment” 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.
- B. All payments under this Agreement must directly support services specified in this Agreement

**III. CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV “Door-to-Treatment” 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 THIRTY-SEVEN THOUSAND FIVE HUNDRED (\$37,500), for the period January 1, 2003 through June 30, 2003. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. Alcohol and Drug Treatment Services Rates of Payment:  
From the aggregate funds County shall pay Contractor at the following rates:

1. \$100.00 per bed day for women's residential alcohol and drug treatment services, including food, shelter and other basic needs; and
  2. \$41.00 per available staff hour for outpatient alcohol and drug treatment services including food, shelter and other basic needs, for the next 60 days of services; and
  3. \$110.00 per treatment visit day for alcohol and drug day treatment services; and
  4. \$137.00 per treatment visit day for alcohol and drug intensive day treatment services.
- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV "Door-to-Treatment" alcohol and drug treatment services.
- C. Contractor's monthly itemized bill will include the following:
1. Name of program participant receiving CSAT/HIV "Door-to-Treatment" funded services, by modality (outpatient, day treatment, intensive day treatment, and residential), and the name of the referring County Alcohol and Drug Social Worker.
  2. Dates services were provided, the number of bed days provided for residential, broken down by program participant.
  4. Number of groups and individual counseling hours provided for outpatient, day treatment, and intensive day treatment services.
  5. Number of available staff hours for all modalities with the exception of residential.
  6. Total amount of the bill for each month, by modality.
  7. 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.