



**SECOND AMENDMENT TO THE FEE FOR SERVICE
AGREEMENT BETWEEN**

COUNTY OF SAN MATEO

AND

BAART BEHAVIORAL HEALTH SERVICES, INC., (BBHS)

FOR ALCOHOL & DRUG TREATMENT SERVICES

For the period of

7/1/2005 to 6/30/2006

Contact Person: Nannizzi, Paula
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SECOND AMENDMENT TO THE FEE FOR SERVICE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BAART BEHAVIORAL HEALTH SERVICES, INC., (BBHS), TO INCREASE THE AGGREGATE AMOUNTS FOR THE DRUG COURT PARTNERSHIP (DCP) AND COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANTS FOR ALCOHOL AND DRUG TREATMENT SERVICES

THIS AMENDMENT is entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BAART Behavioral Health Services, Inc., (BBHS); hereinafter called "Contractor";

WITNESSETH:

WHEREAS, on 7/26/05, the parties hereto entered into Agreement #067463, for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement ("the Original Agreement"); and

WHEREAS, the parties, under a First Amendment, recorded the Contractor's business name change from California Detoxification Programs, Inc. to BAART Behavioral Health Services, Inc. (BBHS), and augmented the FY 2005-06 Narcotic Replacement Therapy rates in accordance with state and federal laws, regulations, and funding mandates (the Original Agreement, as amended by the First Amendment, is hereby referred to as the "Agreement"); and

WHEREAS, it is now the mutual desire and intent of the parties hereto to increase the aggregate payment amount of the Agreement as follows: 1) Drug Court Partnership (DCP) from \$112,562 to \$201,807; and 2) Comprehensive Drug Court Implementation (CDCI) from \$166,690 to \$376,431.

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Section 3.A. Payments is hereby amended and restated in its entirety to read as follows:

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Exhibits and Attachments herein, the County shall pay all Contractors who provide Fee For Service alcohol and drug treatment services under this Agreement and all of the Agreements authorized collectively by a single resolution (or Amendment), a copy of which is attached hereto and incorporated by reference herein, an aggregate amount that shall not exceed:

1. TWO MILLION ONE HUNDRED FIFTY EIGHT THOUSAND DOLLARS (\$2,158,000) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A and Exhibit B for the contract term.
2. TWO HUNDRED AND ONE THOUSAND EIGHT HUNDRED AND SEVEN DOLLARS (\$201,807) for Drug

Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit D1 for the Contract term.

3. THREE HUNDRED SEVENTY SIX THOUSAND FOUR HUNDRED AND THIRTY ONE DOLLARS (\$376,431) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit D1 for the Contract term.
2. Section 15, Non-Discrimination and Other Requirements, Item G, Compliance with Contractor Employee Jury Service Ordinance, is hereby added as follows:
 - “G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.”
 3. The attached Exhibit D1 – (Fee-For-Service Agreement) shall be incorporated into the Agreement and shall supersede, in its entirety, Exhibit D in the Agreement.

IT IS FURTHER AGREED BY THE PARTIES that:

1. The Fee For Service Agreement between the parties dated July 26, 2005, as amended by the First Amendment, is further amended as set forth herein.
2. This Second Amendment is hereby incorporated and made a part of the Agreement and subject to all provisions therein.
3. All provisions of the Agreement unless expressly deleted, modified, or otherwise superseded in this Second Amendment shall continue to be binding on all parties hereto.
4. This Second Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the issues set forth herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the amendment to the Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this Second Amendment shall not be effective unless set forth in a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this Amendment regarding the modifications set forth above.

COUNTY OF SAN MATEO

By: _____
Jerry Hill
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

**BAART BEHAVIORAL HEALTH SERVICES, INC.,
(BBHS)**

Jason Kletter, President

Name, Title – Print

Date: _____

EXHIBIT D1 (Fee-For-Service Agreement)
Drug Court Alcohol and Drug Treatment Services and Rates of Payment
BAART Behavioral Health Services, Inc., (BBHS)
July 1, 2005 through June 30, 2006

1. DCP/CDCI FUNDED OUTPATIENT METHADONE MAINTENANCE SERVICES

Contractor will provide the following services to individuals who are deemed eligible by the County for DCP/CDCI funded services. Outpatient Methadone Maintenance (OMM) services shall include, evaluation, treatment planning, medical supervision, urine drug screening, physician and nursing services, counseling and provision of Methadone as prescribed by a physician to alleviate the symptoms of withdrawal from opiates. Program participants will receive a maximum of eighteen months of Methadone Maintenance dosing.

A. DCP/CDCI Outpatient Methadone Maintenance Service Description:

The following services will be provided to each program participant as part of the basic OMM Services:

1. An intake assessment (utilizing the Addiction Severity Index [ASI]), will include a comprehensive medical examination, patient interview, patient orientation, and review of all program documents, including but not limited to, consent forms, patient rights, and responsibilities, and request for reasonable accommodation. The first medically observed Methadone dose will be administered only after the program participant successfully completes the intake process.
2. ASI follow up will be provided at six (6) months and twelve (12) months after intake for each program participant.
3. Ongoing OMM services will include daily methadone dosing, appropriate medical services in accordance to Title 9, urine screening, addiction education and intervention, aftercare planning, follow-up for each program participant, and follow-up with Probation/Parole as required and requested.
4. Based on individual need, a minimum of fifty (50) minutes of individual counseling each month to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, parenting skills, and family socialization activities.
5. Access to ancillary support services which may include: legal support, 12-step meetings, HIV/AIDS, HEP A.B.C and STD testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

6. Travel assistance will be provided to program participants who request it. A differential rate is defined in Exhibit B, Section II for the travel assistance.

2. DCP/CDCI FUNDED TWENTY-ONE (21) DAY OUTPATIENT METHADONE DETOXIFICATION SERVICES

Contractor's twenty one (21) Day Methadone Outpatient Detoxification Services will utilize a regimen of decreased dosing of Methadone in conjunction with counseling and medical services to reduce withdrawal symptoms and risks associated with opioid dependence. The central purpose of these services as defined by the Contractor is to provide short term medical and counseling services as a means to assess a program participant's immediate needs including addiction patterns, physical and mental health status and to make necessary referrals to services. The maximum duration of these services is twenty-one (21) days.

A. DCP/CDCI Funded Twenty-One (21) Day Methadone Outpatient Detoxification Service Description:

The following services will be provided to each program participant as part of the Contractor's Methadone Outpatient Detoxification Services:

1. Stabilizing dosing of Methadone during the first week of treatment.
2. Medically monitored taper off Methadone dosing after the first week of treatment.
3. Travel assistance will be provided to program participants who request it. A differential rate is defined in Exhibit B, Section II for the travel assistance

3. DCP/CDCI FUNDED LONG TERM METHADONE OUTPATIENT DETOXIFICATION SERVICES

Contractor's Long Term Methadone Detoxification Services will utilize a regimen of decreased dosing of Methadone in conjunction with counseling and medical services to reduce withdrawal symptoms and risks associated with opioid dependence. The central purpose of these services as defined by the Contractor is to provide long term medical and counseling services as a means to assess a program participant's immediate needs including addiction patterns, physical and mental health status and to make necessary referrals to services. These services shall be provided to program participants for a minimum of twenty-two (22) days and a maximum of one hundred-eighty (180) days.

A. DCP/CDCI Funded Long Term Outpatient Methadone Detoxification Service Description:

The following services will be provided to each program participant as part of the Contractor's Long Term Methadone Outpatient Detoxification Services:

1. An intake assessment (utilizing the Addiction Severity Index [ASI]), which will include a comprehensive medical examination, patient interview, patient orientation, and review of all program documents, including but not limited to, consent forms, patient rights, and responsibilities, and request for reasonable accommodation. The first medically observed Methadone dose will be administered only after the program participant successfully completes the intake process.
2. ASI follow up will be provided at six (6) months and twelve (12) months after intake for each program participant.
3. Stabilizing dosing of Methadone.
4. Medically monitored taper off Methadone dosing.
5. The development of an initial treatment plan in cooperation with their counselor. The plan shall address the short term goals and objectives for the program participant during the course of treatment.
6. The development of a subsequent treatment plan in cooperation with their counselor. The plan shall incorporate the patient's progress, needs, amended goals and plans for the duration the treatment program, and goals and objectives for after discharge from the program.
7. Travel assistance will be provided to program participants who request it. A differential rate is defined in Exhibit B, Section II for the travel assistance.

IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES

In full consideration of Drug Court funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by a single resolution, shall not exceed the amounts stated in Section 3. Payments - A. Maximum Amount, in the main body of this Agreement.