



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

COUNTY OF SAN MATEO

AND

EL CENTRO DE LIBERTAD

FOR ALCOHOL & DRUG TREATMENT SERVICES

For the period of

7/1/2005 to 6/30/2006

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FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EL CENTRO DE LIBERTAD, TO INCREASE THE AGGREGATE AMOUNTS FOR THE DRUG COURT PARTNERSHIP (DCP) AND COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANTS FOR ALCOHOL AND DRUG TREATMENT SERVICES AND THE SB223 DRUG TESTING SERVICES

THIS AMENDMENT is entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and El Centro de Libertad; 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, it is necessary to revise the Exhibit D of the Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to increase the aggregate payment amount of the Original Agreement as follows: 1) Drug Court Partnership (DCP) from \$112,562 to \$201,807; 2) Comprehensive Drug Court Implementation (CDCI) from \$166,690 to \$376,431; and 3) SB223 from \$60,607 to \$100,607.

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. ONE HUNDRED THOUSAND SIX HUNDRED AND SEVEN DOLLARS (\$100,607) for SB223 funded drug testing services described in Exhibit C for the Contract term.

3. 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.
 4. 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.
 5. ONE HUNDRED THOUSAND DOLLARS (\$100,000) for CSAT HIV “Door-to-Treatment” services funded alcohol and drug treatment services described in Exhibit E for the Contract term.
 6. ONE HUNDRED THOUSAND DOLLARS (\$100,000) for Ryan White CARE Act funded alcohol and drug treatment services described in Exhibit F for the Contract term.
 7. ONE HUNDRED EIGHTY TWO THOUSAND TWO HUNDRED EIGHTY TWO DOLLARS (\$182,282) for CalWORKs services funded alcohol and drug treatment services described in Exhibit G 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 Original Agreement.

IT IS FURTHER AGREED BY THE PARTIES that:

1. The Fee For Service Agreement between the parties dated July 26, 2005, is amended as set forth herein.
2. This First 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 unless expressly deleted, modified, or otherwise superseded in this Amendment shall continue to be binding on all parties hereto.
4. This First Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement dated July 26, 2005 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 Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this First 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: _____

EL CENTRO DE LIBERTAD

George Borg, Executive Director

Name, Title – Print

Date: _____

EXHIBIT D1 (Fee-For-Service Agreement)
Drug Court Alcohol and Drug Treatment Services and Rates of Payment
El Centro de Libertad
July 1, 2005 through June 30, 2006

Contractor will provide the following Drug Court alcohol and drug treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's Drug Court alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants" who are referred by San Mateo County Drug Court Teams to these services. Referrals will come from the Alcohol and Drug Services Case Manager Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

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

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

- A. Contractor's basic CDCI nonresidential alcohol and drug treatment services will include:
 - 1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, follow-up at 6-months and 12-months after intake for each program participant, aftercare planning, and follow-up with Probation/Parole as required.
 - 2. Individual and group counseling.
 - 3. Access to ancillary services which may include: legal support, HIV/AIDS, HEP A.B.C and STD testing and education, literacy assistance and supportive educational training, and job search.

II. DRUG COURT PARTNERSHIP (DCP) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES

Drug Court Partnership (DCP) services, hereinafter referred to as Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002.

A. Nonresidential Alcohol and Drug Treatment Services:

Contractor's services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up at 6-months and 12-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services that may include: legal support, HIV/AIDS, HEP A.B.C, AND STD testing and education, health care, literacy assistance and supportive educational training, and job search.

III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS

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

B. Reimbursements will not be approved for any program participant treated who was not part of the Drug Court formal referral process as evidenced by the referral form which must be signed by an Alcohol and Drug Case Manager and the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.

C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If

during the course of his/her care a Drug Court program participant needs to be transferred to a different program due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Case Manager who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Case Manager, the program participant may need to be reassessed by the Alcohol and Drug Services Case Manager.

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

IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES

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

- A. From these funds County shall pay Contractor at the rate of: \$42.00 per individual and group counseling hour provided for CDCI and DCP funded nonresidential alcohol and drug treatment services.
- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI and DCP funded Nonresidential alcohol and drug treatment services.
- C. Contractor's monthly itemized bill will include the following:
 - 1. DAISY ID numbers and name of program participants receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member for each program participant, and funding source (i.e., CDCI or DCP).
 - 2. Dates services were provided, the number of individual counseling hours provided, broken down by program participant and funding source.

3. Number of group counseling hours provided, broken down by program participant and funding source.
4. Number of staff hours, and funding source.
5. Total amount of the bill for each month, for each funding source.
6. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.
7. Nonresidential services will be billed by individual and group counseling hours provided.