



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

COUNTY OF SAN MATEO

AND

PROJECT NINETY, INC.,

FOR ALCOHOL & DRUG TREATMENT SERVICES

For the period of

7/1/2005 to 6/30/2006

Contact Person: Nannizzi, Paula
Telephone number: (650) 802-6468

SECOND AMENDMENT TO THE FEE FOR SERVICE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PROJECT NINETY, INC., 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 Project Ninety, Inc.; 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, on 9/22/05, under a First Amendment, revised the original Agreement to include for the furnishing of Nonresidential alcohol and drug treatment services by Contractor to County (the Original Agreement, as amended by the First Amendment, is hereby referred to as the "Agreement"); and

WHEREAS, it is necessary to revise the Exhibit D of 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; 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.
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 D2 – (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: _____

PROJECT NINETY, INC.,

Marc A. Sabin, Executive Director

Name, Title – Print

Date: _____

EXHIBIT D2 (Fee-For-Service)
Drug Court Alcohol and Drug Treatment Services and Rates of Payment
PROJECT NINETY, INC.,
July 1, 2005 through June 30, 2006

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor's basic residential alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", to these services. Referrals will come from the Alcohol and Drug Services 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. 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.

B. Residential Alcohol and Drug Treatment Services:

Contractor's services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, follow-up at 6-months and 12-months after intake for each program participant, relapse prevention, Case Manager, aftercare planning, and follow-up with Probation/Parole as required.
2. Provide services under this contract for a period of no more than 90 days. Provision of services beyond 90 days requires prior written authorization by County. Program shall include group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services that may include: legal support, 12-step meetings, HIV/AIDS, 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.

II. DRUG COURT PARTNERSHIP 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.

B. Residential Alcohol and Drug Treatment Services:

Contractor's services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, follow-up at 6-months and 12-months after intake for each program participant, relapse prevention, Case Manager, aftercare planning, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services that may include: legal support, 12-step meetings, HIV/AIDS, 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.

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 this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Case Manager and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.

- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court program participant needs to be transferred during the course of their care to a different program due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services 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 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
RATES OF PAYMENT**

In full consideration of Drug Court funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by a 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:
 - 1. From these funds County shall pay Contractor at the rate of \$54.25 per bed day, per individual served, for services provided for CDCI and DCP funded residential alcohol and drug treatment services, including food, shelter and other basic needs.
 - 2. From these funds County shall pay Contractor at the rate of \$17.00 per bed day, per individual served for services provided for DCP/CDCI funded transitional alcohol and drug treatment services, for housing.
 - 3. From these funds County shall pay Contractor at the rate of \$37.00 per individual and group counseling hour provided for CDCI and DCP nonresidential treatment services.

- B. Contractor's monthly itemized bill will include:
1. Daisy ID number and name of Drug Court program participant receiving services, name of the referring Drug Court team member, and funding source (CDCI or DCP).
 2. Dates services were provided for Drug Court nonresidential, and residential alcohol and drug treatment services, broken down by program participant, and modality (either men's or women's residential or nonresidential), and indicating number of days or individual counseling hours provided, per program participant, and funding source.
 3. Total number of group counseling hours provided, broken down by individual served for nonresidential treatment services, by funding source.
 4. Total number of staff hours each month for nonresidential treatment services, by funding source.
 5. Total amount of the bill for each month, by funding source.
 6. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.
 7. Nonresidential services will be billed by individual and group counseling hours provided, by funding source.