

**FIFTH AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
EL CENTRO DE LIBERTAD**

THIS FIFTH AMENDMENT TO THE AGREEMENT, 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";

W I T N E S S E T H:

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 thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing court mandated alcohol/drug testing.

WHEREAS, the parties entered into an Agreement on July 1, 2002 wherein the El Centro de Libertad agreed to provide court ordered mandated alcohol/drug testing to Children and Family Services clients referred by the Social Workers for the term of July 1, 2002 through June 30, 2004 for a maximum payment amount of \$17,788; and

WHEREAS, this Agreement has been amended on four previous occasions bringing the total contract obligation to \$130,788 and extending the term of the Agreement to June 30, 2007 for the purpose of continuing court mandated alcohol/drug testing for clients; and

WHEREAS, the parties wish to further amend the Agreement for El Centro de Libertad to continue providing court ordered mandated alcohol/drug testing and to add \$53,000 for FY 2006-07, for a new total maximum obligation of \$183,788.

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

1. Paragraph 3 ("Payments") is hereby amended and restated in its entirety as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "A1." In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED EIGHTY EIGHT DOLLARS (\$183,788)**.

2. Original Exhibit A will be replaced with Revised Exhibit A1, (rev. 1/4/07)
3. All other terms and conditions of the Agreement dated July 1, 2002 and subsequent amendments shall remain in full force and effect.
4. This Amendment, including any exhibits attached hereto, constitutes the entire understanding of the parties hereto with respect to the Fifth Amendment to the parties' Agreement 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 not expressly stated in this document are not binding. All subsequent modifications 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.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors,

Date: _____

ATTEST:

By: _____
Clerk of Said Board

El Centro de Libertad
George Borg, Executive Director

Contractor's Signature

Date: _____

El Centro de Libertad
July 1, 2002 through June 30, 2007
Scope of work

Court Mandated Alcohol/Drug testing for persons referred by County Child Welfare Services:

A. Contractor will conduct court ordered urine testing for the San Mateo County Human Services Agency, Children and Family Services, Child Welfare Services (CWS). Urine testing will be performed by Contractor at a location subject to mutual agreement, during mutually agreed upon hours. Testing specified in this section will be conducted only on those clients referred to Contractor by Children and Family Services staff, at intervals specified by CWS staff. The referral will cover a six-month time period and testing without a current referral cannot be billed. A Contractor's staff member of the same gender will visually supervise each testing. In addition, a Spanish-speaking staff member will be regularly available for test supervision.

1. Contractor will test for the following drugs:

- a. AMPHETAMINES
 - 1) d-Amphetamine
 - 2) Methamphetamine

- b. BARBITURATES
 - 1) Amobarbital
 - 2) Butalbital
 - 3) Phenobarbital
 - 4) Secobarbital

- c. BENZODIAZEPINES
 - 1) Chlordiazepoxide (Librium)
 - 2) Clorzpate (Tranxene)
 - 3) Diazepam (Valium)
 - 4) Oxazepam (Serax)

- d. OPIATES
 - 1) Codeine
 - 2) Heroin
 - 3) Hydromophone
 - 4) Morphine

- e. OTHER DRUGS
 - 1) Cannabinoids
 - 2) Cocaine
 - 3) Methadone
 - 4) Methaqualone (Quaalude)
 - 5) Phencyclidine (PCP)
 - 6) Propoxyphene (Darvon)

The 100-ng/ml limit for marijuana precludes the possibility of registering the THC positive from passively inhaled smoke.

- 2. If a client has been referred for alcohol testing only, a preliminary test will be done by the use of an in-house breath analyzer at a cost of FIVE DOLLARS (\$5.00). If the results are positive, back-up urine test will be done to provide hard copy evidence to support any subsequent court actions.
- 3. Verbal results of alcohol screens will be available immediately. Any lab screens will take TWENTY-FOUR (24) hours to FORTY-EIGHT (48) hours for verbal confirmation of a positive screen, with an additional TWENTY-FOUR (24) hours required for the written report to Contractor within one (1) week, A copy of the written report will be mailed to the referring CWS worker on the same day it is received by Contractor. The original report will remain in the Contractor's file.
- 4. If court appearance is required to justify the laboratory procedures and test results, a member of Contractor's staff familiar with court appearances will be assigned to appear in court. Charge for court appearance will be billed at regular witness rates.
- 5. County will pay Contractor only for actual screens performed. The cost of reports, no shows, and clients unable to produce a sample is factored into the administrative fee of the screens.
- 6. A client will be scheduled for mandatory testing twice a week. An example of mandatory testing schedule will be: Monday and Thursday OR Tuesday and Friday. Actual testing dates will be determined by the contractor.
- 7. As specified by the Social Worker (SW), a client will be tested at least one and not more than two random tests per month. Contractors will not do a random test without a written authorization from the SW. The exception is if the person is in treatment.
- 8. Any missed test is considered "dirty".

9. Clients will continue with the mandatory testing schedule until they have 5 weeks of CONTINUOUS clean tests. The SW is responsible for keeping track of the clients' test results and must notify the contractor when the client will transition from mandatory testing to random testing.
10. The client will then go on a RANDOM testing schedule, being tested 3 times per month. The SW will have the responsibility to advise the client to go for each random test and FAX the authorization for the test to the contracted agency.
11. If a test is 'missed' or comes up 'dirty' then the client will automatically go back on a MANDATORY testing schedule and SWs will re-refer clients to the AOD assessors for further evaluation.
12. Once a client is clean for 3 consecutive months all testing should be discontinued absent other reasons. The SW is responsible for keeping track of the clients' test results.
13. If a client fails to show up for a scheduled appointment, Contractor will notify the social worker in writing.
14. If a client does not show up for 2 consecutive visits, Contractor will notify the social worker and the social worker will reschedule the client for the next appointment.

II. Amount and Method of Payment

In consideration of the alcohol/drug testing services provided by Contractor upon request of Children and Family Services, Child Welfare Services staff, County shall pay Contractor as follows:

- A. County will pay Contractor, for services provided, at the following rates:
 1. Urine screens will be paid at THIRTY DOLLARS (\$30.00) per screen.
 2. Breath analyzer will be paid at FIVE DOLLARS (\$5.00) per screen.
 3. Witness rate will be paid at employee's regular hourly rate.

- B. County will pay Contractor upon submission of monthly bill by Contractor and approval of billing by the Director of Children and Family Services, Child Welfare Services or his designee. Contractor's billing will include the following information:
1. Name of all clients referred, and name of referring Child Welfare Services staff person.
 2. A copy of current referral of all clients who actually provided a sample.
 3. The outcome of each test.
 4. Type of screening performed.
 5. Billing amount for each test.
 6. A copy of each test result report will accompany the monthly billing summary.
- C. Contractor will submit monthly billings to the County by the tenth (10) day of the month following the month services were provided. Billings will be submitted to: **Administrative Assistant, Children and Family Services Division, 400 Harbor Blvd., Bldg B, Belmont, CA 94002**, for approval and processing for payment.
- D. The maximum amount County shall be obligated to pay Contractor for these services shall not exceed ONE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED EIGHTY EIGHT DOLLARS (\$183,788) for the term of the Agreement.