

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE LATINO COMMISSION**

THIS FIRST AMENDMENT is entered into this _____ day of _____,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and The Latino Commission, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, on December 4, 2007, the parties hereto under Resolution 069130 entered into an agreement, (the "Original Agreement"), for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Original Agreement to incorporate Bay Area Network Services (BASN) in the amount of \$47,795; and a Cost of Living Adjustment (COLA) in the amount of \$16,302, for a new maximum obligation of \$879,205, with no change to the term, January 1, 2008 through June 30, 2009.

NOW, THEREFORE, the Original Agreement is hereby amended to read as follows:

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

3. Payments

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Attachments herein, the amount that County shall pay for services rendered under this First Amendment to the Original Agreement shall not exceed EIGHT HUNDRED AND SEVENTY-NINE THOUSAND TWO HUNDRED-FIVE DOLLARS (\$879,205), for the contract term.

2. Exhibit A – Description of Services is hereby deleted in its entirety and replaced with Exhibit A1 - Description of Services, attached hereto.
3. Exhibit B – Payment and Monitoring Procedures, is hereby deleted in its entirety and replaced with Exhibit B1 - Payments and Rate of Payments, attached hereto.

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

1. The Original Flat Rate Agreement between the parties dated December 4, 2007, 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 All provisions of the Original Agreement unless expressly deleted, modified, or otherwise superseded in this First Amendment shall continue to be binding on all parties hereto.

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 December 4, 2007, 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 First Amendment.

COUNTY OF SAN MATEO

By: _____
Adrienne Tissier, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

THE LATINO COMMISSION

Deborah Camarillo, Executive Director

Name, Title

Signature

Date: _____

EXHIBIT A1 – DESCRIPTION OF SERVICES
THE LATINO COMMISSION,

I. Flat Rate Negotiated Rate Contract (NRC)

Contractor will provide the following alcohol and drug treatment and recovery services at a mutually agreed upon location in San Mateo County. Payments under the Original Agreement and this First Amendment to the Original Agreement must directly support services specified in Exhibit A1. Contractor will give priority admission to San Mateo County residents. Contractor will provide the following services to consumers, who meet Alcohol and Drug Services (AOD) treatment and recovery services criteria in the following priority populations and service modalities. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

A. Priority Populations,

The base of the funds must be used to serve priority population consumers.

Specifically:

1. 85% of annualized flat rate base funding must serve consumers from one or more of the priority populations identified in Strategic Directions 2010.
2. 15% of the flat rate base funding is discretionary.
3. 100% of the Strategic Directions 2010 funding in the amount of \$142,673 shall be used to fund services for consumers in the four priority populations as outlined in Strategic Directions 2010.

Units of Service January 1, 2008 – June 30, 2009

Modalities / Priority Populations	Capacity/ Individuals Served*	Units of Service (UOS)- Staff Available Hours (SAH) Visit Days
Residential / (Families with young children, Homeless, Criminal Justice)	Capacity: 32 Individuals: 97	# of Bed Days: 9,144

Priority Population Funding: UOS Breakdown

Funding Type / Modality	Total Units of Service (UOS)	Priority Population (UOS)	Priority Population (UOS %)	Allowable Discretionary (UOS)	Allowable Discretionary (UOS %)
Flat Rate Base Funding Units of Service / (Residential)	8,152 (BD)	6,929 (BD)	85%	1,223 (BD)	15%
Strategic Directions 2010 Funds / (Residential)	992 (BD)	992 (BD)	100%	0	0%
TOTAL Residential	9,144 (BD)	7,921 (BD)	86.63%	1,223 (BD)	13.37%

B. System-wide Improvements

Contractor is encouraged to use the Network for Improvement of Addiction Treatment (NIATx) process in the implementation of its Quality Improvement (QI) Plans. Contractor's

quality improvement program shall be a continuous cycle, which is driven by data and involves input from staff and other stakeholders.

1. Consumer Outcomes

- a. By March 31, 2008 Contractor will attend and participate in at least one performance and QI training provided by Alcohol and Other Drug Services (AOD).
- b. Following the training, Contractor will develop an action plan that focuses on at least one client outcome. The plan should:
 1. Identify the specific problem.
 2. Identify the root cause(s) of the problem.
 3. Determine the data to measure future progress.
 4. Design an implementation plan with milestones and timeline.
- c. Contractor is required to have a QI process in place and submit a description to AOD no later than June 30, 2008.
- d. Contractor will provide quarterly updates on the progress and outcomes of current QI plan.

2. Alcohol and Drug Services Policy

- a. Contractor will implement Medication Policy, Relapse Policy and Narcotic Replacement Therapy Policy by July 1, 2008.

3. Staffing

Beginning January 1, 2008, Contractor will provide a staff roster and annual updates including progress toward meeting the Department of Alcohol and Drug Programs' staff certification requirements. Updates should include the following information for each staff person providing direct services:

- a. Hire date;
- b. Current degrees or certificates; and
- c. Progress towards certification and expected completion date.

4. Best Practices

- a. By March 31, 2008, Contractor will identify the current practices which align with an established best practice.
- b. By June 30, 2008, staff members will attend at least five trainings or workshops per year. The priorities for training will include Methamphetamine use, HIV/AIDS, Hepatitis Education, Motivational Interviewing, and Consumer Treatment Retention.
- c. Contractor will provide a quarterly update on the progress towards the implementation of the trainings.

5. Consumer Input

- a. Consumers will be involved in their treatment plans.
- b. Contractor will evaluate consumer feedback and utilize the NIATx process to improve quality services.
- c. Contractor will implement consumer satisfaction surveys by following the guidelines as identified in the Procedures and Policies Manual.

6. Continuum of Care

Contractor will involve consumers in a treatment plan that includes a continuity of care plan beginning with the initial assessment focusing on the consumer's resources, issues and strengths. The plan will be evaluated and evolve during the course of the

consumers engagement with the Contractor. The plan and the modifications will be documented in the consumers file. Contractor will also document referrals and linkages to other services and providers.

7. Co-occurring Disorders

- a. Contractor will continue participation as a Change Agent and will attend and participate in all of the activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) treatment capability.
- b. Based on Contractor self-assessment utilizing the COMPASS (Comorbidity Program Audit and Self-Survey for Behavioral Health Services), Contractor will continue implementation of COMPASS action plan. Contractor will provide quarterly progress on implementation.

C. Capacity Building

1. Contractor will work in partnership with AOD to study the viability of billing under Drug Medi-Cal and 3rd party payer.
2. Contractor will document and track consumers who are CalWORKS eligible.

D. Technical Assistance Needs

AOD will offer consultation, technical assistance, and training to assist Contractor in implementing System-wide Improvement and capacity building activities.

II. BAY AREA SERVICES NETWORK (BASN) FUNDED

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

A. Residential Alcohol and Drug Treatment Units of Service:

1. Admit a minimum of two (2) BASN residential alcohol and drug treatment program participants per year for the term of the Agreement.
2. Contractor will provide a maximum of one hundred eighty (180) days of BASN residential treatment per program participant per year for the term of the Agreement, for individuals referred to the BASN residential program by the Bay Area Services Network (BASN). Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services. Contractor will provide a maximum of three hundred sixty-five (365) bed days of BASN residential treatment per year.

B. SOBER LIVING ENVIRONMENT (SLE) Units of Service:

1. Program participants must be admitted through BASN specific case management authorization from BASN specific residential treatment services.
2. Contractor will provide the following services:
 - a. A total of three hundred sixty five (365) days of BASN sober living environment (SLE) transitional housing to a minimum of two (2) BASN program participants annually during the term of this Agreement.

C. Outpatient Alcohol and Drug Treatment Units of Service:

Contractor will provide an annual maximum of one hundred eighty (180) days of the following BASN outpatient alcohol and drug treatment services per program participant, for individuals referred to the BASN outpatient program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.

1. Admit to Contractor's BASN outpatient alcohol and drug treatment program a minimum of ONE (1) program participant.
2. Provide one hundred eighty-two (182) hours dedicated to BASN outpatient services to the BASN participants.

EXHIBIT B1
Payments and Rate of Payments
THE LATINO COMMISSION

I. Flat Rate NRC

Contractor’s annual budget, and line item narrative justification covering all contracted services under the Original Agreement and this First Amendment to the Original Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the Alcohol and Other Drug Policy and Procedure Manual.

A. Payments:

In full consideration of the services provided by Contractor, the total amount for community-based partnership services provided through this First Amendment to the Original Agreement is EIGHT HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED TEN DOLLARS (\$831,410).

B. Rate of Payments:

County will pay Contractor the total contract amount in eighteen (18) monthly payments in a manner as outlined in the charts below. County will pay Contractor’s monthly payment within 30 days, upon timely submission of reports as outlined in the Alcohol and Other Drug Services Policy and Procedure Manual.

Payments under the Original Agreement and this First Amendment to the Original Agreement must directly support services specified in Exhibit A1.

January 1, 2008 - June 30, 2008

	Funding amount	Monthly amount	Units of Service (UOS)	Rate	# clients served	Slots
County Funded Residential	\$78,067	\$13,011.17	988	\$ 79.00	11	3
NRC Funded Men’s Residential	\$73,505	\$12,250.83	865	\$ 85.00	10	3
NRC Funded Women’s Residential	\$73,505	\$12,250.83	865	\$ 85.00	10	3
Strategic Directions 2010 Funded Residential (Families with young children)	\$33,660	\$5,610	180	\$ 187.00	2	2
Strategic Directions 2010 Funded Residential (Adults in Criminal Justice)	\$12,965	\$2,160.83	151	\$86.00	2	2
TOTAL	\$271,702				35	13

July 1, 2008 - June 30, 2009

	Funding amount	Monthly amount	UOS	Rate	# clients served	Slots
County Funded Residential	\$160,820	\$13,402	1976	\$81.39	22	6
NRC Funded Men's Residential	\$151,420	\$12,618	1729	\$87.58	20	5
NRC Funded Women's Residential	\$151,420	\$12,618	1729	\$87.58	20	5
Strategic Directions 2010 Funded Residential (Families with young children)	\$69,340	\$5,778	360	\$192.61	2	2
Strategic Directions 2010 Funded Residential (Adults in Criminal Justice)	\$26,708	\$2,226	301	\$88.73	3	1
TOTAL	\$559,708	\$33,241	6095	\$91.83	67	19

Summary of Funding for Priority Populations FY 2008

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$450,156	\$382,633	85.00%	\$67,523	15%
Strategic Directions 2010	\$93,250	\$93,250	100.00%	0	0%
TOTAL Funding	\$543,406	\$475,883	87.57%	\$67,523	12.43%

Summary of Funding for Priority Populations FY 2009

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$463,661	\$394,112	85.00%	\$69,549	15%
Strategic Directions 2010	\$96,048	\$96,048	100.00%	0	0%
TOTAL Funding	\$559,708	\$490,159	87.57%	\$69,549	12.43%

C. Required Fiscal Documentation:

1. Contractor's annual budget, and line item narrative justification covering all contracted services under the Original Agreement and this First Amendment to the Original Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the Alcohol and Other Drug Services Policy and Procedure Manual.

II. BAY AREA SERVICES NETWORK (BASN)

These services will be paid on a Fee for Service basis only. County will pay Contractor's monthly payment within 30 days, upon timely submission of invoice and reports as outlined in the Alcohol and Other Drug Services Policy and Procedure Manual.

A. Payments and Rate of Payments:

In full consideration of the BASN services provided by Contractor in Exhibit A1 County shall pay Contractor in the manner as outlined in the chart below:

July 1, 2008 – June 30, 2009

	Annual Maximum Amount	Units of Service (BD or Staff Hours)	Rate
Residential	\$31,026	365 BD	\$85.00
Residential - SLE	\$8,030	365 BD	\$22.00
Outpatient	\$8,739	182 SH	\$47.89

**Attachment 3
County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	The Latino Commission	Phone:	(650)244-1444
Contact Person:	Deborah Camarillo	Fax:	(650)244-1447
Address:	301 Grand Avenue Suite 301 South San Francisco, CA 94080		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ___ (date) and expires on ___ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ___ (date) and expires on ___ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title