

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ASIAN AMERICAN RECOVERY SERVICES, INC.**

THIS FIRST AMENDMENT is entered into this ____ day of _____,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"
and Asian American Recovery Services, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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 a Cost of Living Adjustment (COLA) in the amount of \$11,528, for a new maximum obligation of \$587,927, with no change to the term of 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 FIVE HUNDRED EIGHTY-SEVEN THOUSAND NINE HUNDRED TWENTY-SEVEN DOLLARS (\$587,927), 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 All provisions of the Original Agreement unless expressly deleted, modified, or otherwise superseded in this First Amendment shall continue to be binding on all parties hereto.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

ASIAN AMERICAN RECOVERY SERVICES, INC.

David Mineta

Name

Signature

Date: _____

EXHIBIT A1 – DESCRIPTION OF SERVICES
(FLAT RATE AGREEMENT)
Asian American Recovery Services, Inc.

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. All payments under the Original Agreement and in 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, Modalities, and Programs

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 \$62,730 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
Outpatient Homeless, Criminal Justice, Families with young children	Capacity: 10-15 Individuals: 60	# of SAH: 6,501
Day Treatment Homeless, Criminal Justice, Families with young children	Capacity: 5-7 Individuals: 30	# of Visit Days: 1,932

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 Day Treatment	1,932 (visit days)	1,642 (visit days)	85%	290 (visit days)	15%
Flat Rate Base Funding Outpatient	5,037 (SAH)	4,281 (SAH)	85%	756 (SAH)	15%
Strategic Directions 2010 Funds (Outpatient only)	1,464 (SAH)	1,464 (SAH)	100%	0	0%
TOTAL *Day Treatment **Outpatient	* 1,932 (visit days) ** 6,501 (SAH)	*1,642 (visit days) **1,464 (SAH)	85% 88.37 %	* 290 (visit days) ** 756 (SAH)	15% 11.63 %

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 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;
- c. Progress towards certification and expected completion date; and
- d. Bilingual and bicultural capability. Contractor will develop and implement strategies to recruit, hire, and retain treatment staff who are compatible/reflective of and competent in the diverse cultural make-up of the population served, including Contractor's particular expertise in working with San Mateo County's Asian and Pacific Islander populations. Since majority of clients are Filipinos and speak Tagalog, program staff that are bilingual in Tagalog will be priority and efforts will be made to retain staff that have language proficiency in other Filipino dialects as well as other Asian and Pacific Islander languages and culture.

4. Best Practices

- a. Consumers will be involved in their treatment plan.
- b. By March 31, 2008, Contractor will identify the current practices which align with an established best practice.
- c. By June 30, 2008, Contractor will develop a plan to evaluate the impact of one or more existing or new culturally responsive strategies utilized in their outpatient drug treatment and recovery services.
- d. Contractor will provide a quarterly update on the progress towards the implementation and evaluation of culturally responsive strategies.

5. **Consumer Input**

- a. Consumers will be involved in their treatment plans.
- b. Contractor will implement consumer satisfaction surveys to better identify areas for service improvement.
- c. Contractor will evaluate consumer feedback and utilize the NIATx process to improve quality services

6. **Continuum of Care**

Contractor will involve consumers in treatment plans that include 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 Co-morbidity Program Audit and Self-Survey for Behavioral Health Services (COMPASS), Contractor will continue implementation of COMPASS action plan. Contractor will provide quarterly progress on implementation.

C. Capacity Building

Contractor will work in partnership with AOD to study the viability of billing under Minor Consent Medi-Cal.

D. Technical Assistance Needs

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

**EXHIBIT B1 – PAYMENT AND RATE OF PAYMENTS
ASIAN AMERICAN RECOVERY SERVICES, INC.**

I. Flat Rate NRC

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

A. Payments

In full consideration of the services provided by Contractor, the total amount for alcohol and drug treatment and recovery services provided through the Original Agreement and this First Amendment to the Original Agreement is FIVE HUNDRED EIGHTY-SEVEN THOUSAND NINE HUNDRED TWENTY-SEVEN DOLLARS (\$587,927).

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 (AOD) Policy and Procedure Manual.

January 1, 2008 - June 30, 2008

Services	Funding amount	Monthly amount	UOS	Rate	# clients served	Slots
County Funded Day Treatment	\$101,045	\$16,840.83	644	\$ 157.00	10	6
County Funded Outpatient	\$21,273	\$3,545.50	507	\$ 42.00	5	3
NRC Funded Outpatient	\$49,315	\$8,219.17	1174	\$ 42.00	11	8
Strategic Directions 2010 Funded Outpatient	\$20,500	\$3,416.67	488	\$ 42.00	4	3
TOTAL	\$192,133	\$32,022.17	2813		30	20

Summary of Funding for Priority Populations FY 2007-08

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$171,633	\$145,888	85.00%	\$25,745	15%
Strategic Directions 2010	\$20,500	\$20,500	100.00%	0	0%
TOTAL Funding	\$192,133	\$166,388	86.60%	\$25,745	13.40%

July 1, 2008 - June 30, 2009

Services	Funding amount	Monthly amount	UOS	Rate	# clients served	Slots
County Funded Day Treatment	\$208,153	\$17,346.09	1287	\$ 161.74	20	6
County Funded Outpatient	\$43,822	\$3,651.84	1013	\$ 43.26	9	3
NRC Funded Outpatient	\$101,589	\$8,465.75	2348	\$ 43.27	22	8
Strategic Directions 2010 Funded Outpatient	\$42,230	\$3,519.17	976	\$ 43.27	9	3
TOTAL	\$395,794	\$32,983	5624		60	20

Summary of Funding for Priority Populations FY 2008-09

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$353,564	\$300,529	85.00%	\$53,035	15%
Strategic Directions 2010	\$42,230	\$42,230	100.00%	0	0%
TOTAL Funding	\$395,794	\$342,759	86.60%	\$53,035	13.40%

C. Required Fiscal Documentation:

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

Attachment 3
County of San Mateo
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Asian American Recovery Services, Inc.	Phone:	(650)243-4850
Contact Person:	David Mineta	Fax:	(650)243-4851
Address:	1115 Mission Road 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