

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

THIS FIRST 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 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 \$7,260; Co-occurring services in the amount of \$17,355; and provide a Cost of Living Adjustment (COLA) in the amount of \$14,092, for a new maximum obligation of \$743,316, 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 SEVEN HUNDRED FORTY-THREE THOUSAND THREE HUNDRED SIXTEEN DOLLARS (\$743,316), 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 All provisions of the Original Agreement unless expressly deleted, modified, or otherwise superseded in this First Amendment shall continue to be binding on all parties hereto.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 this First 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

EL CENTRO DE LIBERTAD

George Borg, Executive Director

Name, Title

Signature

Date: _____

EXHIBIT A1 – DESCRIPTION OF SERVICES
EL CENTRO DE LIBERTAD

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 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.

I. FLAT RATE NRC

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 AOD's Priority Populations.
2. 15% of the flat rate base funding is discretionary.
3. 100% of the Strategic Directions 2010 funding in the amount of \$134,770 shall be used to fund services for consumers in the four priority populations as outlined in the 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) Bed Days (BD)
Outpatient Families, Youth, Homeless, Criminal Justice, Other	Individuals:	# of SAH: 1727

Priority Population Funding: UOS Breakdown

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$381,654	\$324,406	85%	\$57,248	15%
Strategic Directions 2010	\$88,085	\$88,085	100%	0	0%
TOTAL Funding	\$469,739	\$412,491	87.81%	\$57,248	12.19%

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 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 30, 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 will focus 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 plan in place and submit a copy 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 and Narcotic Replacement Therapy Policy by January 1, 2008.
 - b. Contractor will implement Relapse Policy by December 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 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 January 1, 2008 Contractor will identify the current practices which align with an established best practice.
 - b. Contractor will continue to use Cognitive Behavioral Therapy and Motivational Enhancement Therapy as part of their service structure.

5. **Consumer Input**
 - a. Consumers will be involved in development of their treatment plan(s).
 - b. Contractor will evaluate consumer feedback and utilize the NIATx process to improve quality services.
 - c. Contractor will implement consumer satisfaction surveys following the guidelines as identified in the Policy and Procedure Manual.

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 COMPASS, 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 Minor Consent Medi-Cal, Drug Medi-Cal and 3rd party payer.
2. Contractor will document and track consumers who are CalWORKS eligible.
3. Contractor will work in partnership with AOD in developing a comprehensive Day Treatment modality.
4. Contractor will document capacity building efforts.

D. Technical Assistance Needs

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

1. Baseline for UA testing.
2. Medication use for pain management.
 - a. Harm Reduction.

II. Bay Area Services Network (BASN)

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. Outpatient Alcohol and Drug Treatment Units of Service:

Contractor will provide a 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 forty-two (142) hours dedicated to BASN outpatient services to the BASN participants.

III. COUNTY FUNDED Services for Clients with Co-occurring Disorders

Contractor will provide the following Co-occurring services at mutually agreed upon location(s) 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. Services will be culturally and linguistically appropriate for the population specified in the proposal of services provided by the Contractor to San Mateo County Mental Health and Alcohol and Drug Services.

A. Contractor will provide the following County Funded Services:

1. Provide State Certified counselors, experienced with Co-occurring disorders.
2. Train eight (8) staff in Dual Diagnosis treatment in order to provide case management to dually diagnosed clients.
3. Provide four hundred eighty-four (484) staff available.
4. Serve seventeen (17) outpatient clients with an additional one half-hour (.5) of case management per week.
5. Meet the needs of the clients by working in collaboration with the County Mental Health staff.
6. Although direct client services are not provided under this contract, it is expected that dual diagnosis clients will receive the following services under alternate funding sources:
 - a. Individual therapy;
 - b. Group counseling;
 - c. Primary Case Management;
 - d. Treatment Planning Consultation;
 - e. Ancillary supportive services; and
 - f. Random urine and drug screens for all program participants.
7. Contractor will define Co-occurring as it pertains to their agency and track how many Co-occurring clients are admitted during the contracted period.
8. Contractor will maintain the client standards set forth in the Original NRC/County Flat Rate Agreement.
9. Contractor will provide quarterly reports delineating progress on the implementation of these goals.

**Exhibit B1 - Payment and Rate of Payments
El Centro de Libertad**

I. FLAT RATE Negotiated Rate Contract (NRC)

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

A. Payment:

In full consideration of the services provided by Contractor, the total payment amount for community-based partnership services contained in the Original Agreement and this First Amendment to the Original Agreement is SEVEN HUNDRED FORTY-THREE THOUSAND THREE HUNDRED SIXTEEN DOLLARS (\$743,316).

B. Rate of Payments:

County will pay Contractor the total contract amount in eighteen (18) monthly payments 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 Provider Manual.

January 1, 2008- June 30, 2008

Services	Funding amount	Monthly amount	UOS BD or SAH	Rate	# clients to be served
County Adolescent Outpatient	\$26,619	\$4,436.50	522	\$ 51.00	16
Outpatient	\$131,327	\$21,887.83	2575	\$ 51.00	96
NRC funded Adolescent outpatient	\$32,881	\$5481.17	645	\$ 51.00	20
Strategic Directions 2010 Funding	\$44,043	\$7,340.42	864	\$ 51.00	32
TOTAL	\$234,870				164

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	\$190,828	\$162,203	85.00%	\$28,624	15%
Strategic Directions 2010	\$44,043	\$44,043	100.00%	0	0%
TOTAL Funding	\$234,870	\$206,246	87.81%	\$28,624	12.19%

July 1, 2008 – June 30, 2009

Services	Funding amount	Monthly amount	UOS BD or SAH	Rate	# clients to be served
County Adolescent Outpatient	\$54,835	\$4,570	1044	\$52.52	32
Outpatient	\$270,534	\$22,544	5150	\$52.53	192
NRC funded Adolescent outpatient	\$67,735	\$5,645	1290	\$52.51	40
Strategic Directions 2010 Funding	\$90,727	\$7,561	1728	\$52.50	64
TOTAL	\$483,831	\$40,319	9212		328

Summary of Annualized 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	\$393,104	\$334,138	85.00%	\$58,966	15%
Strategic Directions 2010	\$90,728	\$90,728	100.00%	0	0%
TOTAL Funding	\$483,831	\$424,866	87.81%	\$58,966	12.19%

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 Provider Manual.

II. BAY AREA SERVICES NETWORK (BASN)

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. Payments:

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.

B. 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:

	Annual Maximum Amount	Units of Service (Staff Hours)	Rate
Outpatient	\$7,259	142	\$51.00

III. County Funded Residential Services for Clients with Co-occurring Disorders

All payments under the Original Agreement must directly support services specified in this First Amendment to the Original Agreement.

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 Co-occurring services provided by Contractor in Exhibit A1 County shall pay Contractor in the manner as outlined in the chart below:

Fiscal Year	Authorized Contract Amount	Monthly Amount
FY 2008-09	\$17,355	\$1,446
Total Maximum Contract Obligation	\$17,355	-

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

I. CONTRACTOR INFORMATION

Contractor Name:	El Centro de Libertad	Phone:	(650)599-9955
Contact Person:	George Borg	Fax:	(650)599-9273
Address:	1230 - A Hopkins Ave Redwood City, CA 94062		

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