

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
OUR COMMON GROUND, INC.**

THIS FIRST AMENDMENT is entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Our Common Ground, Inc., 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 Co-occurring services in the amount of \$17,355; a Cost of Living Adjustment (COLA) in the amount of \$14,084; and County-Owned Facility Use Requirements (Operating Lease Agreement in the amount of \$48,036 owed to County), for a new maximum obligation of \$735,629; 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 Amendment to the Original Agreement shall not exceed SEVEN HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED TWENTY-NINE DOLLARS (\$735,629), 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 All provisions of the Original Agreement unless expressly deleted, modified, or otherwise superseded in this First Amendment shall continue to be binding on all parties hereto.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

OUR COMMON GROUND, INC.

Orville Roache, Executive Director

Name, Title

Signature

Date: _____

EXHIBIT A1 – DESCRIPTION OF SERVICES
OUR COMMON GROUND, INC.

I. Flat Rate Negotiated Rate Contract (NRC)

Contractor will provide the following alcohol and drug treatment 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 treatment services criteria in the following priority populations and service modalities. In providing its services and operations, Contractor will maintain compliance with requirements of the San Mateo County Alcohol and Other Drug Services 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 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 \$60,435 shall be used to fund services for consumers in the four priority populations as outlined in the Strategic Directions 2010.
4. Contractor shall provide the following services:

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)
Residential / (Criminal Justice, Homeless)	Capacity: 27 Individuals: 55	# of BD: 9,917

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 / (Residential)	9,083 (BD)	7,721 (BD)	85%	1,362(BD)	15%
Strategic Directions 2010 Funding (Residential only)	834 (BD)	834 (BD)	100%	0	0%
TOTAL UOS	9,917 (BD)	8,555 (BD)	86.1%	1,362(BD)	13.9%

Specific Condition: Referrals from CHOICES or Pathways programs will be given priority to Strategic Directions 2010 funding.

B. System-wide Improvements

Contractor is encouraged to use the NIATx process in the implementation of its Quality Improvement Plan. 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 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 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, Narcotic Replacement Therapy Policy, and Relapse Policy by January 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 1/31/08, Contractor will provide a timeline for the development and implementation of the established Best Practice: Seeking Safety into their program standards.

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 standardized consumer satisfaction surveys following the guidelines as identified in the Policies and procedures 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, 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 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. COUNTY Funded Residential 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 this First Amendment to the Original Agreement must directly support services specified in this Exhibit A1. Services will be culturally and language 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. Contractor will hire one mental health professional, experienced with Co-occurring disorders to provide between 12-15 hours per week of direct client services to clients with Co-occurring disorders.
2. Direct client services that shall be provided are:
 - a. Individual therapy one time per week;
 - b. Case management;
 - c. Treatment planning consultation;
 - d. Additional services as needed; and
 - e. Random urine and drug screens for all participants.
3. The mental health professional shall be a licensed mental health professional. If any services are provided by a registered mental health intern, the contractor will document monthly hours of supervision by a licensed mental health professional as required by the state licensing guidelines.
4. The mental health professional will provide services to 15 clients for the term of this contract.
5. Contractor will maintain the client standards set forth in the Original NRC/County Flat Rate Agreement.

6. Contractor will develop and implement a screening form that can be used at admission to help screen for mental health issues.
7. Contractor will provide quarterly reports delineating progress on the implementation of goals.

IV. County-Owned Facility Use Requirements

Contractor will provide adult residential alcohol and drug treatment services as described in Exhibit A1 at a County-owned facility located at 2560 Pulgas Avenue in East Palo Alto (hereinafter referred to as "premises"). County and Contractor agree that this Agreement is an operating agreement and not a lease agreement and that no landlord-tenant relationship is being created by this Agreement.

A. Fire Legal Coverage

In addition to the insurance requirements listed in Paragraph 9 of the body of this Agreement, Contractor shall obtain, at its sole expense, and furnish evidence to County prior to execution of this Agreement by County, Fire Liability insurance covering damage to the improvements at the premises in the amount of not less than FIFTY THOUSAND DOLLARS (\$50,000). Water damage and debris clean-up provisions shall be included. Said coverage shall be kept in force during the term of this Agreement and any extension hereof. The proceeds from said policy shall be used by Contractor for the restoration of the improvements at the premises. County may choose not to keep the premises insured against fire or any other insurable risk, and Contractor waives any claims for damages against County for any damage resulting to the premises or to the personal property of Contractor at the premises in the event of loss from fire or other causes.

B. Use Charges

County shall charge Contractor a base of TWO THOUSAND SIX HUNDRED-FOURTEEN DOLLARS (\$2,614) per month FY 2007-08 and TWO THOUSAND SIX HUNDRED NINETY-SIX DOLLARS (\$2,696) per month for FY 2008-09 starting July 1, 2008 through June 30, 2009 for use of the premises. Said charges shall be automatically deducted from Contractor's monthly payments provided under Exhibit B1, Section A. Payments, of this First Amendment to the Original Agreement. This base change shall be adjusted annually to reflect the proposed maintenance and operating costs of the premises to County.

C. Waste

Contractor shall not commit or suffer to be committed any waste upon the premises nor create any public nuisance at the premises, and Contractor shall at the termination of this Agreement surrender the premises to County in the same condition it was received, normal wear and tear excepted.

D. Assignment

Contractor shall not assign its right to use of the premises.

E. Additions or Alterations

1. Contractor agrees not to make any additions or alterations to the premises without first consulting County and obtaining County's written consent.

2. Upon expiration or termination of this Agreement, County may require Contractor, at its expense, to remove any additions or alterations it makes to the premises and request Contractor to restore the premises to the condition it was in at the time of taking possession, normal wear and tear excepted.

F. Utilities

Contractor shall pay for all gas, heat, light, water; power and other utilities needed at the premises, and shall pay for any telephone service supplied to the premises.

G. Repairs and Maintenance

1. Contractor shall keep in good order, condition and repair:
 - a. structural parts;
 - b. exterior foundations;
 - c. exterior walls;
 - d. down spouts and gutters;
 - e. roof;
 - f. exterior stairways;
 - g. heating units including water heaters and any other major component of the building equipment and utility systems that become inoperative at the premises;
 - h. major parts of the utility system including the main sewer line to its connection with the building;
 - i. electrical service to the building including the main panel, provided, however, that County shall not be responsible for any repairs, maintenance or component replacement made necessary by reason of negligent act or omission of Contractor, its employees, agents, invitee, clients, licensees or contractors, or made necessary by any maintenance, alteration, addition, change or improvement made under Contractor's supervision.
2. Contractor shall be responsible for regular maintenance and care of all landscaping at the premises, including cutting, fertilizing, mowing, and trimming the lawns and watering as needed.
3. Contractor, at its sole expense, shall keep and maintain the premises, except as provided above, in as good an order, condition, and repair as existed as of the effective date of this Agreement, normal wear and tear excepted.
4. Contractor shall make all arrangements for and pay for all janitorial services required to maintain the premises in a clean, orderly condition at all times during the term of this Agreement.

H. Taxes

With the exception of those taxes specified in Section I below, County shall pay all federal, state, county, and municipal taxes levied upon the land and improvements at the premises throughout the term of this Agreement except for Possessory Interest Taxes as provided for in Section I below. Contractor shall pay any taxes due for Contractor's personal property at the premises.

I. Possessory Interest Taxes

Contractor recognizes and understands in signing this Agreement that its interest in the premises created herein may be subject to a "Possessory Interest Tax" that the County Assessor may impose on such interest, and that such tax liability shall not reduce any charges due County and any such tax shall be the liability of and be paid solely by Contractor. Contractor agrees to pay promptly, when due, any Possessory Interest Taxes

imposed on its interest in the premises. Such tax will be an allowed cost in Contractor's program budget.

J. Waiver

The waiver, by either party hereto, or any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach thereof. The subsequent acceptance of payment, or charges, or automatic deduction of charges from Contractor's payment due under Exhibit B1, Section A shall be deemed to be a waiver of any preceding breach by either party of any term, covenant, or condition of this Agreement.

**EXHIBIT B1
Payment and Rate of Payments
OUR COMMON GROUND, INC.**

I. FLAT RATE Negotiate Rate Contract (NRC)

All payments under this Agreement must directly support services specified in this Agreement. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.

A. Payments:

In full consideration of the services provided by Contractor, the total amount for alcohol and drug treatment and recovery services provided through this First Amendment to the Original Agreement is SEVEN HUNDRED EIGHTEEN THOUSAND TWO HUNDRED SEVENTY-FOUR DOLLARS (\$718,274).

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 after payment is due, as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Manual.

January 1, 2008 - June 30, 2008

	Funding amount	Monthly amount	Units Of Service (UOS) BD or SAH	Rate	# clients to be served	Slots
NRC Adult - Residential	\$158,858	\$26,476	2,237	\$71.00	12	6
County Adult - Residential	\$ 56,122	\$ 9,354	790	\$71.00	3	2
Strategic Directions 2010 Funding - Criminal Justice *	\$ 19,750	\$ 3,292	278	\$71.00	2	1
TOTAL	\$ 234,730	\$39,122			17	9

* 90 day treatment

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	\$214,980	\$182,733	85.00%	\$32,247	15%
Strategic Directions 2010	\$19,750	\$19,750	100.00%	0	0%
TOTAL Funding	\$234,730	\$202,483	86.26%	\$32,247	13.74%

July 1, 2008 - June 30, 2009

	Funding amount	Monthly amount	Units Of Service (UOS) BD or SAH	Rate	# clients to be served	Slots
NRC Adult - Residential	\$327,247	\$27,271	4475	\$73.13	24	12
County Adult-Residential	\$115,611	\$9,634	1581	\$73.13	8	4
Strategic Directions 2010 Funding - Criminal Justice*	\$40,685	\$3,390	556	\$73.17	6	2
TOTAL	\$483,544	\$40,295	556	\$869.68	38	18

* 90 day treatment

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	\$442,859	\$376,430	85.00%	\$66,429	15%
Strategic Directions 2010	\$40,685	\$40,685	100.00%	0	0%
TOTAL Funding	\$483,544	\$417,115	86.26%	\$66,429	13.74%

C. Required Fiscal Documentation:

- Contractor's annual budget, and line item narrative justification covering all contracted services under 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 Services Policy and Procedure Manual.

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

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

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	\$ -

IV. County-Owned Facility Use Requirements

Contractor shall pay a base amount of TWO THOUSAND SIX HUNDRED FOURTEEN DOLLARS (\$2,614) per month for FY 2007-08 and TWO THOUSAND SIX HUNDRED NINETY-SIX DOLLARS (\$2,696) per month for FY 2008-09 for the term July 1, 2008 through June 30, 2009 for use of the premises as described in Section IV of Exhibit A1. Said charges shall be automatically deducted from Contractor's monthly payments provided under Exhibit B1, Section I. A. Payments, of the Original Agreement as amended by this First Amendment to the Original Agreement. This base shall be adjusted annually to reflect the proposed maintenance and operating costs of the premises to County.

Fiscal Year	Authorized Operating Lease Agreement	Monthly Amount
6 months - FY 2007-08	\$15,684	\$2,614
12 months – FY 2008-09	\$32,352	\$2,696
Total Maximum Lease Obligation	\$48,036	

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

I. CONTRACTOR INFORMATION

Contractor Name:	Our Common Ground, Inc.	Phone:	(650)364-7988
Contact Person:	Orville Roache	Fax:	(650)364-7987
Address:	631 Woodside Road Redwood City, CA 94061		

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