

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SERVICE LEAGUE OF SAN MATEO COUNTY**

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **Service League of San Mateo County**, 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; and

WHEREAS, on June 9, 2009, the parties hereto under Resolution 070158 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 San Mateo County Second Chance (SMCSC) program services, increasing the maximum obligation by \$488,700 to a new maximum obligation of \$5,091,734, with no change to the term of July 1, 2009 through June 30, 2011.

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

1. Maximum Amount, Section A, paragraphs one through three are amended as follows:

- A. Maximum Amount

- In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A, Exhibit C, and in the Alcohol and Other Drug Services Policy and Procedure Manual, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B, Exhibit C, and attachments herein for the contract term. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

The total fiscal obligation under this Agreement shall not exceed FIVE MILLION NINETY-ONE THOUSAND SEVEN HUNDRED THIRTY-FOUR DOLLARS (\$5,091,734). The County's total fiscal obligation under this Agreement shall include (a) a fixed amount, and (b) a variable amount, which shall be a portion of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

The County's total fiscal obligation for the fixed amount shall not exceed \$1,408,806. The amount for FY 2009-10 is \$672,453 and the amount for FY 2010-11 is \$736,353.

2. Exhibit C – San Mateo County Second Chance (SMCSC) - Program Description of Services, attached, is incorporated hereto.
3. Exhibit D - San Mateo County Second Chance (SMCSC) - Program Rates of Payments, attached, is incorporated hereto.

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

1. The Original Flat Rate Agreement between the parties dated June 9, 2009, 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 June 9, 2009, 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.

COUNTY OF SAN MATEO

By: _____
Mark Church , President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SERVICE LEAGUE OF SAN MATEO COUNTY

By: _____
Mike Nevin, Executive Director

Date: _____

Exhibit C
San Mateo County Second Chance (SMCSC)
Program Description of Services

Alcohol and Drug Treatment and Services

Contractor will provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. Contractor will give priority admission to San Mateo County residents and who are referred by County Behavioral Health and Recovery Services (BHRS) and Alcohol and Drug Services (AOD). Contractor will provide the following services to clients 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. Re-entry System

A. REDUCING RECIDIVISM

Contractor shall establish and continuously improve a re-entry system that reduces recidivism among County jail inmates at high risk for re-offending. The objectives of the system shall be:

1. Establish an infrastructure for the re-entry system;
2. Deliver and broker comprehensive re-entry services and support for 200 County jail inmates, 100% of whom will have histories of high levels of risk for recidivism identified by the Correctional Assessment and Intervention System (CAIS);
3. Adopt modified and new policies to support reentry; and
4. Increase sharing of information and resources to support re-entry.

B. REENTRY CASE MANAGEMENT SERVICES

An inter-agency case management team (Sheriff's Office, Probation and Service League), shall annually deliver and broker services for 200 inmates (per annum) identified by CAIS as high risk for recidivism.

Contractor will be the inter-agency team responsible for case management for offenders at high risk for recidivism. Case management will include the following Contractor's staff, 1.0 FTE Supervising Case Manager, 2.0 FTE Case Managers, 1.0 FTE Peer Mentors, and .5 FTE Data Clerk.

Contractor Case managers will be the facilitators, resource specialists and problem solvers who help formerly incarcerated people get and stay connected to needed services. Formerly incarcerated peer mentors will build trust-based relationships with ex-offenders to help overcome resistance to change and services. In addition to one-to-one contacts, peer mentors will facilitate support groups to support the creation of positive peer networks

Contractor case management staff shall:

1. Develop transition plans with inmates that identify realistic goals, services/supports and action steps in areas, including employment, housing, education, behavioral health, primary health care (benefits and services), and family restoration (including child support); support them during the pivotal hours and days immediately following release; and provide active assistance to connect each formerly incarcerated person with an individualized network of services/supports.
2. Utilize evidenced-based motivational interventions and case management strategies guided by CAIS. Through motivational interviewing (Miller, 2002), the team shall engage inmates and guide them in a process of identifying: what they want their lives to be like; how criminal behavior, including drug abuse, limits their abilities to attain those goals; and how behavior changes and reentry services can help them attain their goals.
3. Deliver intensive case management to connect formerly incarcerated people with the services identified in their transition plans and to promote utilization of services and compliance with probation conditions. Case management shall include: assessment of psycho-social and practical needs; assistance in meeting immediate needs; service planning with mutually established goals; coordination of the multi-dimensional services needed by each individual; education on “system navigation” and “system literacy”; frequent contacts before release and in the community; response to crises and assistance in stabilizing crisis situations; and advocacy to work through barriers. Intensive case management will provide and coordinate a sufficiently high level of services to overcome a range of barriers to reentry.

C. REIMBURSABLE SERVICES

Contractor will conduct Start-Up activities that will include pre-award activities such as project management (personnel), direct and indirect costs associated with startup, contract, revisions, budget development, planning coordination, interviewing applicants, strategic planning, internal readiness, and new office space creation for 4.5 new employees – including a move. These activities will be paid through reimbursable services.

D. ADMINISTRATIVE AND REPORTING REQUIREMENTS

1. Maintain documentation of all activities implemented in accordance with the Reentry Project Work Plan.
2. Submit monthly invoices with detailed staff activities and progress updates.
3. Work collaboratively with Reentry Coordinator and AOD to meet objectives and reporting requirements of the SMCSC grant to achieve projected outcomes and accomplish related data collection, reporting, evaluation and quality improvement tasks.
4. Provide and report hours of staff availability and direct client hours for all Reentry activities monthly. Annual hours of staff availability are determined based on the formula 1FTE – 1,787 hours of staff availability.
5. Provide other documentation upon request of AOD Administration or other designee.

Exhibit D
San Mateo County Second Chance (SMCSC)
Program Rates of Payments

In full consideration of the services provided by Contractor in Exhibit C, the total amount for Reentry Services described in this Agreement is FOUR HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED DOLLARS (\$488,700) County shall pay Contractor as follows:

I. A. Rates of Payment

November 1, 2009- June 30, 2010
Annual Funding Amount

Flat Rate Services	Funding Amount	Monthly Amount	# clients to be served
Reentry Case Management Services	\$184,200	\$23,025	134

Fee For Services			
Reimbursable Start-Up Services	\$28,200		
TOTAL	\$212,400		134

* County shall pay Contractor Reimbursable Services under a fee for service method. Contractor shall submit monthly invoices prior to payments.

July 1, 2010- June 30, 2011
Annual Funding Amount

Services	Funding Amount	Monthly Amount	# clients to be served
Reentry Case Management Services	\$276,300	\$23,025	200
TOTAL	\$276,300		200

B. Required Fiscal Documentation

1. 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 Administration 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.

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

I. CONTRACTOR INFORMATION

Contractor Name:	Service League of San Mateo County	Phone:	(650)364-4664
Contact Person:	Mike Nevin, Executive Director	Fax:	(650)365-6817
Address:	727 Middlefield Road Redwood City, CA 94063		

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