

**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 June 16, 2009, the parties hereto under Resolution 070200 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 Second Chance Act Re-Entry Residential Services, increase the maximum obligation by \$81,600, for a new maximum obligation of \$4,979,534 dollars, and no change to the term, July 1, 2009 through June 30, 2011.

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

1. Maximum Amount
- A. Maximum Amount

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A1, 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 B1 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 FOUR MILLION NINE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED THIRTY-FOUR DOLLARS (\$4,979,534).

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 \$1,296,606, including \$627,503 for FY 2009-10, and \$668,703 for FY 2010-11.

The County's total fiscal obligation for the aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement shall not exceed THREE MILLION SIX HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS (\$3,682,928). The maximum aggregate amount for FY 2009-10 is \$1,841,464, and the maximum aggregate amount for FY 2010-11 is \$1,841,464.

The Contractor acknowledges that the County has agreed to pay a “variable amount” to all contractors who provide fee for service alcohol and drug treatment and drug testing services authorized individually or collectively by a County Resolution, which shall be the Contractor’s share of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

Therefore, the funds available to pay each individual contractor are dependent upon the amount or volume of services provided by the other contractors, as authorized by County.

The aggregate amount to be allocated between all contractors who provide the same or similar services as those described in this Agreement shall include and shall be limited to the following amounts:

For FY 2009-10:

1. NINE HUNDRED FIFTY THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$950,863) for SACPA Funded alcohol and drug treatment and prevention services as described in Exhibit A1.
2. THREE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS (\$339,438) for SACPA OTP services as described in Exhibit A1.
3. ONE HUNDRED SIXTY THOUSAND SIX HUNDRED-SEVEN DOLLARS (\$160,607) for SB223 Drug Testing described in Exhibit A1.
4. TWO HUNDRED THIRTY THREE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS(\$233,325) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A1.
5. SEVENTY TWO THOUSAND TWO HUNDRED THIRTY-ONE DOLLARS (\$72,231) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A1.
6. EIGHTY FIVE THOUSAND DOLLARS (\$85,000) for Ryan White Services as described in Exhibit A1.

For FY 2010-11:

1. NINE HUNDRED FIFTY THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$950,863) for SACPA Funded alcohol and drug treatment and prevention services as described in Exhibit A1.
2. THREE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS (\$339,438) for SACPA OTP services as described in Exhibit A1.

3. ONE HUNDRED SIXTY THOUSAND SIX HUNDRED-SEVEN DOLLARS (\$160,607) for SB223 Drug Testing described in Exhibit A1.
4. TWO HUNDRED THIRTY THREE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS(\$233,325) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A1.
5. SEVENTY TWO THOUSAND TWO HUNDRED THIRTY-ONE DOLLARS (\$72,231) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A1.
6. EIGHTY FIVE THOUSAND DOLLARS (\$85,000) for Ryan White Services as described in Exhibit A1.
 2. Exhibit A – Description of Services is hereby deleted in its entirety and replaced with Exhibit A1, attached hereto.
 3. Exhibit B – Rates of Payment and Payments, is hereby deleted in its entirety and replaced with Exhibit B1, attached hereto.

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

1. The Original Flat Rate Agreement between the parties dated June 16, 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 16, 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 to this First Amendment.

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon, 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**

Alcohol and Drug Treatment and Recovery Services

Contractor will provide the following alcohol and drug treatment and prevention services at a mutually agreed upon location in San Mateo County. All payments under this Original Agreement must directly support services specified in this Exhibit A. 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 and prevention 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. Alcohol and Drug Treatment and Recovery Services

A. STRATEGIC DIRECTION 1: PRIORITY POPULATIONS

1. The base of the funds must be used to serve priority population clients. Specifically: Families with Children under 5, Homeless, and Criminal Justice.
 - a. 85% of annualized flat rate base funding must serve clients from one or more of Priority Populations as identified in Strategic Directions 2010.
 - b. 15% of the flat rate base funding is discretionary.
 - c. 100% of the Strategic Directions 2010 funding shall be used to fund services for clients in the four priority populations as outlined in the Strategic Directions 2010.

Units of Service - March 1, 2010 - June 30, 2011

Modality	Capacity/ Individuals Served	Units of Service (UOS) – Bed Days (BD)
Second Chance Act Re-Entry Residential	Capacity: 2 Individuals: 10	960 (BD)

Annual Units of Service - July 1, 2009 - June 30, 2010

Modalities / Priority Populations	Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
Residential: Families with children under 5, Homeless, Criminal Justice and 1-slot Second Chance Re-Entry)	Capacity 22	# of Bed Days 6,097

Priority Population Funding: UOS Breakdown

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
Flat Rate Base Funding Units of Service	5435 (BD)	4620 (BD)	85%	815(BD)	15%
Strategic Directions 2010 Funds/ Second Chance Act Re-Entry Residential	662 (BD)	662 (BD)	100%	0	0%

TOTAL (UOS) (Bed Days)	6,097 (BD)	5,282 (BD)	86.6%	N/A	N/A
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Annual Units of Service - July 1, 2010- June 30, 2011

Modalities / Priority Populations	Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
Residential: Families with children under 5, Homeless, Criminal Justice and 1-slot Second Chance Re-Entry)	Capacity 22	# of Bed Days 6,097

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Strategic Directions 2010 Funds/ Second Chance Act Re-Entry Residential	662 (BD)	662 (BD)	100%	0	0%
TOTAL (UOS) (Bed Days)	6,097 (BD)	5,282 (BD)	86.6%	N/A	N/A

2. Best Practices

To enhance services to these priority populations, services must align with evidence based and promising practices.

It is the philosophy of the Latino Commission that in order to be effective, treatment must be culturally appropriate and sensitive in both design and implementation. The Latino Commission has developed and implemented such a treatment model over the past decade. The model incorporates current best practices to service Latinos, utilizing a solid family-centered approach, one that integrates the concepts of *conocimiento* (self-awareness), with *respeto* (respect for others), and *confianza* (mutual trust) to create a traditional peer support system. The model is designed in four-phases to facilitate the participants' community reintegration. The program promotes a Quality of Life/ Harm Reduction approach determined by the client, using a bilingual and bicultural setting, honoring Latino values and traditional system approach (family focused). Contractor utilizes Motivational Interviewing. Concurrently implementing Seeking Safety and Nurturing Parenting curriculum to best fit the Latino Population.

3. Client-Centered Continuum of Care

Client involvement is an ongoing process which starts with developing the initial treatment plan with the client by the 15th day of admittance. Thereafter the counselor and client review and update the treatment plan every 30 days.

a. Client Involvement

Client involvement is an ongoing process which starts with developing the initial treatment plan with the client by the 15th day of admittance. Thereafter the counselor and client review and update the treatment plan every 30 days.

b. Crisis Planning

Crisis plans are developed concurrently with the treatment plan to develop an individualized relapse prevention plan. Chart reviews will be conducted every 30 days. Recovery and treatment plans will be reviewed every 15 days to assure that harm

reduction principals, treatment needs, cultural linguistic needs and necessary referrals are documented.

- c. Continuum of Care
The Latino Commission identifies needs and documents in treatment plan. Contractor links clients to ancillary services including but not limited to 12 step programs, Educational Services & ESL, Centro Legal de la Raza, Health Education, Hygiene, Nutrition, and HIV/AIDS, Parenting Education, Medical Services, Mental Health Services, Vocational services. Contractor is successful with developing relationships with other services providers and local community resources.

B. STRATEGIC DIRECTION 2: SYSTEM-WIDE IMPROVEMENTS

1. Co-occurring Disorders
 - a. Contractor will continue participation as a Change Agent and will participate in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
 - b. Based on Contractor self-assessment utilizing the COMPASS, (Co-morbidity Program Audit and Self-Survey for Behavioral Health Services) Contractor will continue implementation of COMPASS action plan as recommended by the CCISC. Contractor will provide quarterly progress on implementation.
 - c. Contractor will work to improve COD outcomes by providing the following:
 - i. Contractor will utilize the COMPASS to identify and address competency with co-occurring mental health and AOD issues.
2. Standards of Care
 - a. There is a need for a coordinated system of treatment services within San Mateo County for those with substance abuse problems. The County has identified specific standards of care for treatment services which incorporate scientific research and clinical practice. Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein
 - i. Screening and Assessment Standards
 - ii. Treatment Standards of Care that incorporate Evidence Based Treatment Standards.
 - b. Contractor will develop an analysis of program elements which align with the Standards of Care by September 1, 2009.
 - c. Contractor shall submit training and technical assistance needs to BHRS no later than October 1, 2009.
 - d. Contractor will report quarterly on progress towards Standards of Care
3. AOD Policy Implementation
AOD Services implements new policies to advance the quality of treatment services and to align with scientific and clinical research about best practices in substance abuse treatment. Contractors shall also develop guidelines and procedures consistent with County Policy and continue staff training and development of policy adherence. The following new policies were effective July 1, 2008: Medications, Relapse, and Narcotic Replacement Therapy Policies.
 - a. Contractor will participate in training to further develop the implementations needs of these policies.

C. STRATEGIC DIRECTIONS 3: BUILDING CAPACITY

1. Quality Improvement Program
To enhance the quality of services, all contractors must have an established Quality Improvement (QI) program. A QI program must include a QI committee made up of staff from all levels that guide the development and implementation of the QI Plan. AOD Services

intends for Contractor QI programs to establish a mechanism whereby contractors will identify processes and practices at the organizational level which undermine client access and retention in treatment. A QI program does not look at the level of individual employee performance. BHRS requires all contractors to:

- a. Use the Plan-Do-Study-Act (PDSA) rapid change cycle process as at least one component of the organizational quality improvement program. This process improvement initiative must focus on improving client outcomes.
- b. Defined measure(s) of change (i.e.: rate of “no shows” for intake)
- c. Baseline data (using the above identified measures) has been collected
- d. A change action/activity has been identified for implementation
- e. A timeline for measuring change data and sharing with QI team
- f. Contractor will regularly complete two (2) PDSA change cycles annually as part of this contract.
- g. Contractor will report quarterly to BHRS on the status of the PDSA process.

2. Client Feedback Required

A rigorous Quality Improvement program must solicit and integrate feedback from service recipients. Contractor will implement a process to include client feedback to understand the client experience of treatment services. This client feedback process may include but is not limited to: focus groups, client satisfaction surveys, etc. Feedback will be shared with the QI committee which is urged to address identified improvement areas through future QI plans.

- a. Contractor will incorporate client feedback by: either implementing the outpatient AOD client satisfaction feedback survey, or developing and implementing a client satisfaction feedback survey by June 30, 2010.
- b. Contractor will utilize client feedback in conjunction with the QI process for program improvement.
- c. Contractor will report quarterly to BHRS on the status of the client feedback process and outcomes on a quarterly basis.

D. FEE FOR SERVICE

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. The maximum length of stay is set by the specific funding source and an extension beyond a 90 day period may be granted only by written approval from the Alcohol and Other Drug Services (AOD) Administrator, pursuant to a Contractor’s written request outlining and justifying the client’s clinical need. Reimbursement will be approved only for clients who referred through the formal referral process outlined in the AOD Policy and Procedure Manual.

1. SACPA and SACPA OTP Services

In accordance with the AOD Policy and Procedure Manual, contractor will provide the following alcohol and drug treatment and recovery services for clients referred to SACPA and SACPA OTP services as:

- a. Level 1/ Level 1 Plus - Basic Outpatient Treatment Services;
- b. Level 2 - Day Treatment Services;
- c. Level 3 - Residential Treatment;
- d. SB223 drug testing

2. Comprehensive Drug Court Implementations (CDCI) Grant and Drug Court Partnership (DCP) Grant funded Services

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services to clients who have been referred by the San Mateo County Drug Court Team(s):

- a. Outpatient Treatment Services
- b. Residential Treatment Services
- c. Aftercare Treatment Services
- d. Sober Living Environment Services
- e. Drug Testing

3. Ryan White CARE Act funded services

In accordance with the AOD Policy and Procedure Manual, contractor will provide the following alcohol and drug treatment and recovery services to clients who have been referred by the Ryan White Case Manager. The maximum length of stay is 90 days and an extension beyond a 90 day period may be granted only by written approval from the Alcohol and Other Drug Services (AOD) Administrator, pursuant to a Contractor's written request outlining and justifying the client's clinical need. Requests must be submitted by 1-month prior to the 90 day maximum.

- a. Outpatient Treatment Services
- b. Day Treatment Services
- c. Residential Treatment Services

E. BAY AREA SERVICES NETWORK (BASN) FEE FOR SERVICE ALLOCATION

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. Reimbursement will be approved only for clients who are referred through the formal referral process outlined in the AOD Policy and Procedure Manual.

1. Bay Area Service Network

- a. Residential Alcohol and Drug Treatment Units of Service:
 - i. Admit a minimum of two (2) BASN residential alcohol and drug treatment program participants per year for the term of the Agreement.
 - ii. 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:
 - i. Program participants must be admitted through BASN specific case management authorization from BASN specific residential treatment services.
Contractor will provide the following services:
 - ii. 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.

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

F. FLAT RATE SERVICES – SECOND CHANCE RE-ENTRY RESIDENTIAL SERVICES

Contractor shall provide the following alcohol and drug treatment and recovery services to clients who have been referred by the San Mateo County Re-entry team or designee.

Second Chance Act Residential Services shall include:

1. A total of 960 days of residential alcohol and drug treatment and recovery services to a minimum of 10 re-entry participants during the term of the Agreement, March 1 2010 through June 30, 2011.
2. Contractor will give priority admission to San Mateo County residents and who are referred by the San Mateo county re-entry team or case manager.
3. Contractor will work in partnership with the re-entry team on continued bed utilization, treatment planning and reporting needs.
4. Contractor will provide attendance and progress reports to the re-entry case manager and supervising probation officer from the re-entry team, on a monthly basis.
5. A separate tracking system will be kept by Contractor for individuals receiving re-entry funded alcohol and drug treatment services.
6. Contractor shall submit monthly-itemized documentation, which includes the following:
 - a. Name of individual;
 - b. DAISY ID numbers;
 - c. dates services were provided including admission and discharge dates;
 - d. the number of bed-days provided each month for each individual;
 - e. Invoices must be submitted by the tenth (10) day of the month following the month that services were provided.

G. DESCRIPTION OF UNIQUE PROGRAM SERVICES

The Latino Commission delivers Residential substance abuse treatment in four structural phases representing a culturally appropriate on going circle of recovery:

Phase I Genesis (New Beginning)

In this phase the focus is on stabilization of the participant. The person is introduced to recovery and to a different life style without drugs and alcohol dominating their lives.

Phase II En Lak Etch (Working as one, you are my other self)

In this phase the participants learn to work on treatment issues that are identified & dealt with by self, the group and staff.

Phase III Floreciendo (Blooming Transitions)

This phase residents prepare for independent clean and sober living and are encouraged to use community agencies for support.

Phase IV Ollin (Movement with balance and integrity)

This phase, residents graduate from the treatment program and receive support to apply new skills for clean and sober living.

**EXHIBIT B1 – PAYMENTS AND RATE OF PAYMENTS
THE LATINO COMMISSION**

In full consideration of the services provided by Contractor, County shall pay Contractor as follows:

I. Alcohol and Drug Treatment and Recovery Services

A. FIXED RATE Negotiated Rate Contract (NRC):

In full consideration of the funded alcohol and drug treatment services provided to clients who lack the necessary resources to pay for all, or part of these services themselves. The County will pay Contractor the total contract amount in twenty four (24) monthly payments in a manner as outlined in the charts below. County will pay Contractor's monthly payment within (thirty) 30 days, upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Manual.

**March 1, 2010 – June 30, 2011
Second Chance Act Re-Entry Allocation**

Services	Funding amount	Monthly amount	Units of Service	Rate	# of clients to be served	Slots
Second Chance Act Re-Entry Residential	\$81,600	\$5,100	960	\$85.00	10	2

July 1, 2009- June 30, 2010

Services	Funding amount	Monthly amount	Units Of Service per Fiscal Year	Rate	# clients to be served	Slots
County Funded Residential	\$160,820	\$13,402	1976	\$81.39	22	6
NRC Funded Men's Residential	\$151,420	\$12,618	1730	\$87.58	20	5
NRC Funded Women's Residential	\$151,420	\$12,618	1730	\$87.58	20	5
Strategic Directions 2010 funded Residential (Families with young children)	\$69,340	\$5,778	360	\$192.61	2	4
Strategic Directions 2010 funded Residential (Adults in Criminal Justice 1-slot also dedicated to Second Chance Act Residential)	\$26,708	\$2,226	301	\$88.73	3	2
TOTAL Funding	\$559,708	\$46,642	6,097		67	22

Summary of Funding for Priority Populations FY 2009-10

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$463,660	\$394,112	85%	\$69,548	15%
Strategic Directions 2010	\$96,048	\$96,048	100%	0	0
TOTAL Funding	\$559,708	\$490,160	88%	\$69,548	12%

July 1, 2010- June 30, 2011

Services	Funding amount	Monthly amount	Units Of Service per Fiscal Year	Rate	# clients to be 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	4
Strategic Directions 2010 funded Residential (Adults in Criminal Justice1-slot dedicated to Second Chance Act Residential)	\$26,708	\$2,226	301	\$88.73	3	2
TOTAL Funding	\$559,708	\$46,642	6095		67	22

Summary of Funding for Priority Populations FY 2010-11

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$463,660	\$394,112	85%	\$69,548	15%
Strategic Directions 2010	\$96,048	\$96,048	100%	0	0
TOTAL Funding	\$559,708	\$490,160	88%	\$69,548	12%

B. VARIABLE RATE /FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the variable amount County shall be obligated to pay for such services rendered under this Agreement and all other Agreements approved individually, or collectively by a resolution, shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

1. SACPA and SACPA OTP Funded Services

The fees for SACPA and OTP funded services shall be as follows:

- a. Level I Standard Outpatient Treatment and Level I Plus Additional Outpatient Treatment
 - i. \$30.00 per individual for each one and one half (1½) hour group counseling session provided within the approved treatment period for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.
 - ii. \$40.00 per individual for each one half (1/2) hour individual counseling session provided within the approved treatment period for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.
 - iii. \$80.00 per individual for each one (1) hour intake assessment provided for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.
 - iv. \$80.00 per individual for each one (1) hour exit assessment provided for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.

- b. Level II Day Treatment
\$85.00 per individual for each visit day provided within the approved treatment period for SACPA and SACPA OTP funded alcohol and drug day treatment and recovery services.
- c. Level III Residential Treatment
\$80.00 per individual for each bed day provided within the approved treatment period for SACPA and SACPA OTP funded residential alcohol and drug treatment and recovery services, including food, shelter and other basic needs.
- d. SB223 Drug Testing
The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan. Total cost reimbursed, including the administrative fee, will not exceed \$30.00 per screen.

2. CDCI and DCP Grant Funded Services

The fees for CDCI and DCP funded services shall be as follows:

- a. Outpatient Treatment Services
\$36.00 per individual for each one (1) hour individual and/or group counseling session provided for CDCI/DCP funded outpatient alcohol and drug treatment and recovery services.
- b. Residential Treatment Services
\$89.00 per individual for each bed day provided for CDCI/DCP funded residential alcohol and drug treatment and recovery services.
- c. Aftercare Treatment Services \$40.00 per individual for each one (1) hour group counseling session provided for CDCI/DCP funded aftercare alcohol and drug treatment and recovery services.
- d. Sober Living Environment Services
\$22.00 per bed day provided for CDCI/DCP funded sober living environment services. The individual receiving services will be charged a co-payment of \$330.00 per month. The first month's co-payment will be due on the day of move-in, and each subsequent co-payment will be due on the 1st of each month. Co-payments will be pro-rated if client does not receive services for the entire month.
- e. Drug Testing
The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan. Total cost reimbursed, including the administrative fee, will not exceed \$30.00 per screen.

3. Ryan White CARE Act Funded Services

- a. Outpatient Treatment Services
\$36.00 per individual for each one (1) hour individual and/or group counseling session provided for Ryan White CARE Act funded outpatient alcohol and drug treatment and recovery services.
- b. Day Treatment Services
\$71.00 per consumer for each day provided for Ryan White funded day treatment alcohol and drug treatment and recovery services.
- c. Residential Treatment Services
\$86.31 per individual for each bed day provided for Ryan White CARE Act funded residential alcohol and drug treatment and recovery services, including food, shelter and other basic needs.

C. FEE FOR SERVICE WITH ALLOCATION

1. 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. In full consideration of the BASN services provided by Contractor, County shall pay Contractor \$8,739 for Outpatient Treatment Services, \$31,026 for Residential Treatment Services and \$8,030 for SLE Services

- a. \$47.89 per direct staff hour for BASN funded outpatient alcohol and drug treatment and recovery services.
- b. \$85.00 per bed day provided for BASN funded residential alcohol and drug treatment and recovery services.
- c. \$22.00 per bed day provided for BASN funded services SLE alcohol and drug treatment and recovery services.

D. SECOND CHANCE RE-ENTRY PROGRAM - Effective 3/1/2010

1. In full consideration of the Second Chance re-entry Program as outlined in Exhibit A1, Contractor shall:

- a. Keep a separate tracking system for individuals receiving Re-entry funded alcohol and drug treatment services.
- b. Submit monthly-itemized documentation, which includes/adheres to the following:
 - i. Name of individual, DAISY ID numbers, dates services were provided including admission and discharge dates, and the number of bed-days provided each month for each individual.
 - ii. Monthly invoices shall be submitted by the tenth (10) day of the month following the month services were provided.

E. 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 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.

F. AUTHORIZATION TO AMEND AGREEMENT

The Chief of the Health System is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

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

I. CONTRACTOR INFORMATION

Contractor Name:	The Latino Commission	Phone:	(650)244-1444
Contact Person:	Deborah Camarillo, Executive Director	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