

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND THE LATINO COMMISSION**

THIS THIRD AMENDMENT TO THE AGREEMENT, 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**, on April 13, 2010, the parties under Resolution 070694 amended the Original Agreement, to incorporate Second Chance Act Re-Entry Residential Services, increase the maximum obligation by \$81,600, for a maximum obligation of \$4,979,534; with no change to the Agreement term of July 1, 2009 through June 30, 2011.

**WHEREAS**, on May 18, 2010, the Chief of the Health System approved a Second, Amendment to increase funding for Bay Area Services Network Services and day treatment under CDCI, increasing the maximum obligation by \$14,084 dollars for a maximum obligation of \$4,993,618; with no change to the Agreement term.

**WHEREAS**, it is now necessary and the mutual desire and intent of the parties hereto to amend the Original Agreement, decreasing the maximum obligation by \$24,795, and adding Second Chance Act Re-Entry Services to include outpatient and intensive day treatment, increasing the maximum obligation by \$24,200, for a new maximum obligation of \$4,993,023, with no change to the Agreement term.

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

3. A. Payments

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 NINETY-THREE THOUSAND TWENTY-THREE DOLLARS (\$4,993,023).

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 \$1,285,895 including \$641,587 for FY 2009-10, and \$644,308, for FY 2010-11.

2. Exhibit A1. Section A – Priority Population UOS Breakdown is replaced as follows:

**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	5144 (BD)	4372 (BD)	85%	772(BD)	15%
Strategic Directions 2010 Funds/ Second Chance Act Re-Entry Residential	1021 (BD)	1021 (BD)	100%	0	0%
TOTAL (UOS) (Bed Days)	6,165(BD)	5,641(BD)	87%	524 (BD)	13%

Exhibit A1. Section E. is hereby replaced as follows:

**A. 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 three (3) 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 four hundred forty-four (444) 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.
- ii. Contractor will provide the following services:  
A total of five-hundred twenty-eight (528) days of BASN sober living environment (SLE) transitional housing to a minimum of three (3) BASN program participants annually during the term of this Agreement.

c. Outpatient Alcohol and Drug Treatment Units of Service:

d. Outpatient Alcohol and Drug Treatment Units of Service:

- 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 three (3) program participant.

- ii. Provide two-hundred sixty-one (261) hours dedicated to BASN outpatient services to the BASN participants.

4. Exhibit A1. Section G. is replaced as follows:

### **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 and 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.

Residential and Intensive Day Treatment Alcohol and Drug Treatment Services:

Latino Commission's Step down model are Unique Treatment Services for men and women.

Description is as follows:

1. Months one, two and three: Clients will begin treatment in residential treatment services for approximately ninety (90) days.
2. Months one, two and three: Clients will begin treatment in residential treatment services for approximately ninety (90) days.
3. Months four through six: Clients will begin to transition from residential treatment to intensive outpatient treatment (IDT) and sober living transitional housing (upon bed availability). IDT consists of 20 hours per week
4. Month seven: Clients will begin to transition to employment. Clients will continue with aftercare services.

County Funded Day Treatment and Residential Alcohol and Drug Treatment Services;

Women's Day Treatment and Residential Alcohol and Drug Treatment Units of Services.

Latino Commission's Unique Treatment Services for men and women are as follows: Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning and relapse prevention

5. Exhibit B. Section A. Fixed Rate Negotiated amount July 1, 2009 to June 30, 2010 is replaced as follows:

**July 1, 2010- June 30, 2011**

<b>Services</b>	<b>Funding amount</b>	<b>Monthly amount</b>	<b>UOS per Fiscal Year</b>	<b>Rate</b>	<b># to be served</b>	<b>Slots</b>
*County Funded Residential	\$152,555	\$12,712.92	1874	\$81.39	21	6
*NRC Funded Men's Residential	\$143,155	\$11,929.58	1635	\$87.58	18	5
*NRC Funded Women's Residential	\$143,155	\$11,929.58	1635	\$87.58	18	5
Strategic Directions 2010 funded Residential(Families with young children)(Rate per individual)	\$69,340	\$5,778	720	\$96.31	8	2
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	1
<b>TOTAL Funding</b>	<b>\$534,913</b>	<b>\$44,576.08</b>	<b>6,165</b>		<b>68</b>	<b>19</b>

\*Step down model to include residential and intensive day treatment

6. B.2 is hereby deleted and replaced with the following:

**2. CDCI and DCP Grant Funded Services**

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

- a. Outpatient Treatment Services
  
- b. 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.
- c. Day Treatment Services \$88.00 per individual for each visit day provided for CDCI/DCP funded alcohol and drug day treatment and recovery services.
- c. Residential Treatment Services  
 \$89.00 per individual for each bed day provided for CDCI/DCP funded residential alcohol and drug treatment and recovery services.
- d. 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.
- e. 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.
- f. 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.

**B. 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. Level 3- COD Residential Treatment;
- e. 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 for a period of no more than six (6) months for residential treatment services in accordance to the approved step down model, to clients who have been referred by the San Mateo County Drug Court Team(s):

- a. Outpatient Treatment Services
- b. Day Treatment Services
- c. Residential Treatment Services
- d. Aftercare Treatment Services
- e. Sober Living Environment Services
- f. 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 for a period of no more than a total of 90 days in accordance to the approved step down model to clients who have been referred by the Ryan White Case Manager. 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

4. Second Chance Act Re-Entry 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 San Mateo County Re-Entry team or designee.

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

5. Exhibit B1. Section B. 1. is hereby deleted and replaced as follows:

**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. Level III- COD Residential Treatment

\$118.00 per client with co-occurring disorders for each residential treatment day completed within the approved treatment period.

e. 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.

CDCI and DCP Grant Funded Services

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

a. Outpatient Treatment Services

\$38.00 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. Day Treatment Services \$88.00 per individual for each visit day provided for CDCI/DCP funded alcohol and drug day treatment and recovery services.

c. Residential Treatment Services

\$77.00 per individual for each bed day provided for CDCI/DCP funded residential alcohol and drug treatment and recovery services.

d. Aftercare Treatment Services \$30.00 per individual for each one (1) hour group counseling session provided for CDCI/DCP funded aftercare alcohol and drug treatment and recovery services.

e. Sober Living Environment Services

\$22.00 per bed day provided for CDCI/DCP funded sober living environment services.

f. 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

\$38.00 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

\$88.00 per individual for each visit day

c. Residential Treatment Services

\$80.00 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.

**4. Second Chance Act Re-Entry Services**

The fees for Second Chance Act Re-Entry funded services shall be as follows:

a. 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 Second Chance Act Re-Entry 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 Second Chance Act Re-Entry 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 Second Chance Act Re-Entry funded alcohol and drug day treatment and recovery services.

**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 \$12,525 for Outpatient Treatment Services, \$37,740 for Residential Treatment Services and \$11,614 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.

**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 Third 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 third Amendment shall continue to be binding on all parties hereto.

This Third 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 Second 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 Third Amendment.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

**THE LATINO COMMISSION**

By: \_\_\_\_\_  
Deborah Camarillo, Executive Director

Date: \_\_\_\_\_

**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