

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE LEGACY FOUNDATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **The Legacy Foundation**, 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;

WHEREAS, on August 1, 2006, under Agreement # 74100-07-CO40, the parties entered into a Flat Rate Agreement ("the Original Agreement") for FY 2006-07, to provide Alcohol And Drug Treatment And Prevention Services; and

WHEREAS, it is now necessary to amend the Original Agreement to provide additional services and add the sum of \$43,169, which includes a Cost of doing Business Increase (COBI), for a new total of \$126,992, and to extend the term to 12/31/2007.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. The following Exhibits and Attachments are attached hereto and incorporated by reference herein:

Exhibit C: Flat Rate Agreement Alcohol and Drug Prevention Services is hereby incorporated.

Exhibit P: Rates of Payment, is hereby deleted and replaced in its entirety by Exhibit P-1, attached hereto.

Attachment 3: Payment and Monitoring Procedures, is hereby deleted and replaced in its entirety by Attachment 3-1, attached hereto.

Attachment 4, Section III, Paragraph B, item 1, Administrative Requirements:

~~Allow San Mateo County Drug and Alcohol Advisory Board (DAAB) members to visit Contractor's program site(s) at a mutually agreed time. One (1) day advance notification will suffice when a member of the DAAB and the AODS Administrator or designee, agree that an immediate visit is necessary.~~

Attachment 4, Section IV, Fiscal Certifications, Paragraph D, item 8 : Is hereby amended to reflect requirements under the extension of the term:

Contractor will submit a copy of the audit report to County no later than November 15, 2007, for fiscal year 2006-07 and November 15, 2008, for fiscal year 2007-08. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.

Exhibit P, Rates of Payment Is hereby deleted and replaced in its entirety by Exhibit P-1, Rates of Payment, attached hereto.

2. The end of the Term date is changed throughout the Agreement as follows:
The end of the term shall change, wherever reflected in the Agreement as 6/30/07 to the new end term of 12/31/2007.

3. Section 3.A. Payment is hereby amended to read as follows:
 - A. Maximum Amount:
In full consideration of Contractor's performance of the services described in the Exhibits, the amount that County shall pay for services rendered under this Agreement shall not exceed ONE HUNDRED AND TWENTY SIX THOUSAND NINE HUNDRED AND NINETY TWO DOLLARS (\$126,992) for the contract term.

4. All other terms and conditions of the agreement dated 8/1/2006, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

The Legacy Foundation

Contractor's Signature

Date: _____

EXHIBIT C
Flat Rate Agreement Alcohol and Drug Prevention Services
The Legacy Foundation
July 1, 2007 through December 31, 2007

Contractor's The Children's Place program will provide the following NNA funded alcohol and drug prevention services at mutually agreed upon locations in San Mateo County.

I. NNA Funded Prevention Services

- A. Contractor's staff will provide its The Children's Place program services to students attending Fair Oaks, Garfield, Hoover, Adelante, Taft, Gill, Hawes, and Roosevelt schools in Redwood City who are identified and referred to the program. Services will include the following:
1. Provide a thirty (30) minute staff workshop and/or consultations at each school site educate staff about the effects of addiction on children, help staff identify children from addicted families, support staff in using Contractor's The Children's Place program as a school-based resource, and teach staff how to refer children to the program. A total of fifty (50) school and Family Resource Center (FRC) staff members will attend the workshop and/or receive individual consultations.
 2. Provide a one (1) hour educational workshop at each school site to teach families about addiction, codependency and community resources and ways to develop healthy living skills. A total of twenty two (22) parents/family members will attend the workshop. Family home visits will be substituted where appropriate.
 3. Identify a total of eighty (80) students ages five (5) to fourteen (14), who attend the eight participating schools, to participate in Contractor's The Children's Place prevention/education support group services.
 4. Provide ten (10) session children of substance abuser alcohol and drug education/prevention groups to the eighty (80) identified students. Use a curriculum that is developmentally appropriate and culturally relevant to the students being served.
 - a. Provide a total of sixteen (16) groups, with two (2) groups at each participating school site, for an average of five (5) participants per group.
- B. Prevention Hours of Staff Availability
Provide one thousand six hundred eight (1,608) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

II. Environmental Prevention

Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental Prevention Efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other drugs by the general population. Include progress on these efforts in quarterly narrative reports.

III. Collaboration and Linkages

Contractor will work collaboratively with Garfield Charter School and the Redwood City Family Centers in providing its alcohol and drug prevention services. Contractor will include progress on collaborative efforts in the quarterly narrative reports.

IV. NNA Prevention Services Rates of Payment

See Exhibit P-1 – Rates of Payment.

**EXHIBIT P-1
FLAT RATE AGREEMENT RATES OF PAYMENT**

Alcohol and Drug Prevention Services

The Legacy Foundation

July 1, 2006 through December 31, 2007

Funding for FY 2006-07 (7/1/06-6/30/07)

Service Modality	Authorized Contract Amount	Monthly Amount	Authorized Units - Staff Available Hours (SAH)	Program Participants	Authorized Unit Rate
NNA Funded Prevention	\$ 83,823	\$ 6,985.25	3,216	80	\$ 26.06
*Total Maximum Contract Obligation FY 06-07	\$ 83,823				

Funding for 7/1/2007 through 12/31/07

Service Modality	Authorized Contract Amount	Monthly Amount	Authorized Units - Staff Available Hours (SAH)	Program Participants	Authorized Unit Rate
NNA Funded Prevention	\$ 43,169	\$ 7,194.83	1608	80	\$ 26.85
# Contract Obligation for 7/1/07 through 12/31/07	\$ 43,169				
# Maximum Contract Obligation for 7/1/06 through 12/31/07	\$ 126,992				

Subject to the availability of funds as set forth in Paragraph 6 of the body of this Agreement

ATTACHMENT 3-1
Payment and Monitoring Procedures
(Flat Rate Prevention Services Agreement)
THE LEGACY FOUNDATION
July 1, 2006 through December 31, 2007

I. General Provisions

The payments are intended to compensate Contractor for a combination of factors: the actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibit(s) to the Agreement, the County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A. of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

II. Performance Required to Receive Full Payment

A. County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the contracted number of units set forth in the Exhibit. The 10% service variance is based upon each modality and is not an overall contract variance.

B. In addition to the units of service, there are also reporting requirements to receive full payment. Reporting requirements for Alcohol and Other Drug Prevention Services are:

1. Submit to County a quarterly report utilizing the Quarterly Report Form developed by Alcohol and Other Drug Services (AODS). The Quarterly Report shall include expenses, revenues and units of service reports outlining expenditures made and describing actual delivery of services provided under the Exhibits. It will also include a narrative report as outlined in the Quarterly Report Form. Reports are due on the following dates: Reports are due on the following dates for each quarter and for fiscal year 2006-07:

- First Quarter: October 23, 2006
- Second Quarter: January 22, 2007
- Third Quarter: April 23, 2007
- Fourth Quarter: July 23, 2007

Reports are due on the following dates for each quarter in fiscal year 2007-08:

- First Quarter: October 22, 2007
- Second Quarter: January 21, 2008

2. Enter Contractor's program and demographic information into the CalOMS Prevention web-based reporting system in compliance with CalOMS requirements. Data should be entered on a regular basis. Complete all data entry no later than the last day of each quarter.

3. Submit to AODS any alcohol and drug prevention outcome data and reports as directed by the County AODS Administrator or designee.

III. County's Responsibilities

A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:

1. Quarterly Prevention reports;
2. Financial reports such as annual budgets, cost allocation plans, and cost

- reports;
 - 3. Incident reports;
 - 4. Outcome data and;
 - 5. Other requested reports.
- B. A County program liaison may visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
- 1. Review all pertinent participant records.
 - 2. Conduct appropriate interviews/discussions with participants served by Contractor.
 - 3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
 - 4. Meet with appropriate program management and operations staff.
 - 5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits; and Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
 - 6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. AODS will conduct periodic mandatory prevention provider meetings with representatives of all contracted service providers and appropriate staff.
- D. Provide ongoing technical assistance as needed.
- E. AODS shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the California Outcomes Measurement System (CalOMS) treatment and Prevention data submissions.
- 1. AODS shall provide technical assistance to contracted Alcohol and drug prevention service providers in transitioning to CalOMS prevention data submission requirements.

IV. **Corrective Action Plans**

After six (6) months of the contract term have passed, Contractor shall provide a corrective action plan on January 21, 2007 for quarters in which the quarterly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

V. **Payments**

- A. Except where otherwise described herein, County will pay Contractor the total contract amount in monthly payments as described in Exhibit P-1. County will pay Contractor's monthly payment within 30 days, upon timely submission of reports as outlined above.
- 1. The amount that County shall pay is not to exceed the contracted term amount per paragraph three of the body of the Agreement.
- B. In the event Contractor is not in compliance with the performance standards set forth in Section II above based upon Contractor's six (6) months performance data as of

December 31, 2006, County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.

1. Any outstanding payment issues will be reconciled at year-end settlement as set forth in this attachment subject to section VI below.
 2. However, if, based on Contractor's performance, the County determines that Contractor will be unable to meet the performance standards set forth in paragraph II above during the term of this Agreement, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider offering the same service.
- C. Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment must be submitted, in writing, to the County AODS Administrator or designee, who will review the request and make recommendations to the Director of the Human Services Agency, whose decision will be final. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.

VI. Year End Settlement

- A. At the conclusion of each year of the term of this Agreement, a year-end settlement and reconciliation will take place as follows:
1. The County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
 2. If Contractor's performance by modality for the year is at or above 90% of the contracted service levels set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount of Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
 3. If Contractor's performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or Contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County AODS Administrator or designee.

VII. Required Fiscal Documentation

- A. Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.
- B. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2007 for fiscal year 2006/2007 and August 15, 2008 for fiscal year 200-08.

- C. Contractor's final/year-end Cost Report may serve as Contractor's final budget revision upon approval of the AODS Administrator or designee. Subject to Paragraph 4.B. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final year-end Cost Report.

VIII. Withholding Payment for Failure to Submit Reports

- A. County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:
 - 1. Annual budget proposal;
 - 2. Cost allocation plan;
 - 3. Quarterly reports;
 - 4. Final/Year-end Cost Report;
 - 5. CalOMS prevention data submission and;
 - 6. Prevention evaluation data as appropriate
- B. County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

IX. Procedures in the Event of Non-renewal of Agreement

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

- 1. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final/Year End Cost Report.
- 2. Federal, state, or county government complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- 3. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

X. Contractor's Risk in Providing Extra Services

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.