

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND PUENTE DE LA COSTA SUR**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PUENTE DE LA COSTA SUR 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, the parties entered into an Agreement ("Original Agreement") for alcohol and other drug prevention services for the term of March 1, 2009 through June 30, 2011, for a maximum obligation of \$315,000; and

WHEREAS, on September 17, 2009, the Chief of the Health System approved an amendment to the Agreement increasing the maximum obligation by \$11,400 increasing the maximum to \$326,400; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a second time to include additional funding for Project SUCCESS, increasing the maximum obligation by \$125,000 to a new maximum of \$451,400.

WHEREAS, the parties wish to Amend and clarify that Original Agreement.

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

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR HUNDRED FIFTY-ONE THOUSAND FOUR

HUNDRED DOLLARS (\$451,400).

2. Exhibit A is hereby deleted and replaced with the Exhibit A attached hereto.
3. Exhibit B is hereby deleted and replaced with the Exhibit B attached hereto.
4. All other terms and conditions of the Original Agreement 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: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

PUENTE DE LA COSTA SUR

Contractor's Signature

Date: _____

EXHIBIT A - SERVICES
PUENTE DE LA COSTA SUR
2009 – 2011

General administrative, fiscal and reporting responsibilities for contractors providing alcohol and drug prevention services are included in the AOD Policy and Procedure Manual. In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Community-Based Partnership:

1. Contractor will be the lead/fiscal agency for the community-based partnership for the prevention of alcohol and other drug related problems in the South Coast Region of San Mateo County including the towns of Pescadero, La Honda, Loma Mar and San Gregorio.
2. Contractor will develop and implement the activities and achieve the objectives described in the approved implementation project work plan in collaboration with the community-based partnership. The approved implementation work plan and budget are hereby incorporated hereby by reference.
3. In providing its services and operations, Contractor will maintain compliance with requirements of the County Alcohol and Other Drug Services (AOD) Policy and Procedure Manual, including additions and revisions, which is incorporated by reference herein.

B. The South Coast Project

Contractor will provide and document stipends to youth and parents as recommended by The South Coast Project Steering Committee.

C. Project SUCCESS

1. Project SUCCESS (Schools Using Coordinated Community Efforts to Strengthen Students), is considered a SAMHSA model program that prevents and reduces substance use and abuse, and associated behavioral issues among high risk, multi-problem youth ages 10-18. It works by placing highly trained professionals (Project SUCCESS counselors) in the schools to provide a full range of prevention and early intervention services. Project SUCCESS is a research-based program that builds on the findings of other successful prevention programs by using interventions that are effective in reducing risk factors and enhancing protective measures.
2. The San Mateo County Health System has adopted the Search Institute's 40 Developmental Assets as the framework to use when addressing the needs of young people in the community. This strengths-based model works with youth, their families, schools and community to promote the 40 internal and external assets needed to build positive self-esteem, the ability to solve problems and build healthy social relationships. Research has shown that youth with high levels of assets (over 30) are more likely to succeed academically, maintain good health, and contribute to their community. They are also less likely to engage in risky behaviors such as fighting in school, truancy, and gang membership.
3. MHSA programs for children and youth will also reflect, whenever possible, the core values of Wraparound. The core values of Wraparound are:
 - a. Services and supports are individualized, built on strengths, and meet the needs of youth and families across the life domains to promote success, safety, and permanency in home, school, and the community.
 - b. The process is culturally competent, building on the unique values, preferences, and strengths of youth, families, and their communities.
 - c. Family is defined to mean relatives, caregivers, peers, friends, and significant others as determined by the individual client.

4. The ethnic/linguistic populations that are emphasized for program services are those that have experienced the greatest disparities in access and services utilization in San Mateo's Behavioral Health and Recovery Services' system. Services should be linguistically and culturally competent and provided, to a substantial degree, by staff from the same ethnic groups as enrollees. To successfully address the targeted populations, the program must incorporate culturally competent elements such as:
 - a. A culturally competent service provider or system acknowledges diversity and recognizes its value, is knowledgeable about cultural differences and can provide high quality services adapted to meet unique cultural needs.
 - b. Outreach and engagement strategies are designed to reach diverse communities where the populations identified in 2. Population to be served, can be engaged in services.
 - c. Successful services engage and empower children and their family, maximizing the benefits derived from use of culturally appropriate strategies and supports and thus reduce under-utilization of services that puts the youth at-risk of placement in more restrictive settings, including incarceration. Focusing on consumer-generated goals that are culturally relevant empowers youth and their families to engage in services and maintain that engagement.
 - d. Culturally competent services are sensitive to the client's cultural identity, available in the client's primary language and use the natural supports provided by the client's culture and community.
 - e. Goal setting and planning processes are culturally sensitive and build on the youth's and family's cultural community resources and context. Individual, culturally focused community supports are identified and integrated into planning. Service plans reflect and respect the healers and their healing traditions of each youth and family.

- f. Culturally diverse and culturally informed staff incorporate culturally relevant strategies, including the use of families and extended families to provide natural supports. The use of these culturally relevant strategies also builds youth and family commitment to treatment.
 - g. Team members are trained in culturally competent practices. Services are delivered by bilingual, culturally competent staff.
5. Service Model
- a. Project SUCCESS is in SAMHSA's National Registry of Evidence-Based Practices. Information on the program can be located at the following web address: www.nrepp.samhsa.gov/programfulldetails.asp?PROGRAM_ID=199
 - b. Project SUCCESS counselors use the following intervention strategies: information dissemination, normative and prevention education, problem identification and referral, community based process and environmental approaches. In addition, resistance and social competency skills, such as communication, decision making, stress and anger management, problem solving, and resisting peer pressure are taught.
- The counselors primarily work with adolescents individually and in small groups; conduct large group prevention/education discussions and programs; train and consult on prevention issues with school staff; coordinate the substance abuse services and policies of the school and refer and follow-up with students and families needing substance abuse treatment or mental health services in the community. The following four program components are utilized in Project SUCCESS:
- 1) The Prevention Education Series – An Alcohol, Tobacco and Other Drug prevention program conducted by the Project SUCCESS Counselor with small groups of students.

- 2) Individual and Group Counseling – Project SUCCESS counselors conduct time limited individual sessions and/or group counseling at school to students following participation in the Prevention Education Series and an individual assessment. There are seven different counseling groups for students to participate in.
- 3) Parent Programs – Project SUCCESS includes parents as collaborative partners in prevention through parent education programs.
- 4) Referral - Students and parents who require treatment, more intensive counseling, or other services are referred, to appropriate agencies or practitioners in the community by their Project SUCCESS counselors.

C. The program will operate under policies and procedures that ensure:

- 1) Collaboration, with all systems of care staff involved with the children and families (e.g., Behavioral Health and Recovery Services, Health Insurance, Child Welfare, Juvenile Justice, and/or Education).
- 2) There is support for parents when they have their own mental health or substance abuse needs. The program will facilitate access to services, interfacing with adult MH or AOD services when family members meet MH and/or AOD criteria or referring them to primary care or community resources.

II. ADMINISTRATIVE AND REPORTING REQUIREMENTS

- A. Maintain documentation of all community-based partnership activities implemented in accordance with the project work plan and the California Outcomes Measurement Service for Prevention (CalOMS Pv) reporting requirements. Make such documentation available to the designated AOD Program Analyst and Community Partnership members.

- B. Enter data documenting the community-partnership's implementation activities into the California Department of Alcohol and Drug Programs' web-based CalOMS data system on a weekly basis as services occur.
- C. Contractor will provide documentation of distribution of The South Coast Project stipend funds to youth and adults in the quarterly reporting process for The South Coast Project.
- D. Work collaboratively with AOD staff and community partners to meet the objectives of the project work plan, achieve projected outcomes and accomplish related data collection, reporting, evaluation and quality improvement tasks.
- E. The community-based partnership implementation work plan is an evolving and developing document. Any changes to the work plan and/or budget may be negotiated collaboratively and are subject to approval by the AOD administrator or designee.
- F. Include the designated County AOD Program Analyst in the regular meetings of the community-based partnership during the implementation phase to provide technical assistance consultation and monitor progress according to the work plan deliverables.
- G. Participate in AOD-sponsored training, networking and technical assistance opportunities designed to support community-partnership assessment, capacity building, planning, implementation, evaluation and sustainability.
- H. Report hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time, for each program year. Annual hours of staff availability are determined based on the formula 1 FTE = 1,787 hours of staff availability.
- I. Contractor shall administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.
- J. Cultural Competency
 - a. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.

- b. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.
- c. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. In the third (3rd) quarter of the contract year, and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.

K. Developmental Assets

Contractor shall incorporate the Forty (40) Developmental Assets into program treatment goals, individual goals and family goals. This strengths-based model works with youth, their families, school and community to promote the forty (40) internal and external assets needed to build positive self-esteem, the ability to solve problems and build healthy social relationships.

- L. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

- M. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp.

N. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

O. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's right and responsibilities.

P. Availability and Accessibility of Service

Contractor shall offer hours of operation that are standard business hours that are reasonable and allow for timely delivery of services.

Q. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Mental Health Services Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

R. Paragraph 13 of the Agreement and Paragraph I.T.4. of Exhibit B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the persons' eighteenth (18th) birthday, or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

S. Fingerprinting Compliance

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children, will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment J.

EXHIBIT B – PAYMENTS AND RATES
PUENTE DE LA COSTA SUR
2009 – 2011

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

I. PAYMENT

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. Community-Based Partnership

Subject to availability of State funding for services as described in Section I.A. of Exhibit A, Contractor shall receive a maximum of THREE HUNDRED FIFTEEN THOUSAND DOLLARS (\$315,000) for the Community-Based Partnership.

- a. For the period of March 1, 2009 through June 30, 2009, Contractor shall be paid THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$32,500) upon execution of the Agreement. April 1, 2009 and May 1, 2009, Contractor shall be paid TEN THOUSAND EIGHT THIRTY-THREE DOLLARS (\$10,833) per month, and June 1, 2009 Contractor shall be paid TEN THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS (\$10,834). County shall pay Contractor a maximum of SIXTY-FIVE THOUSAND DOLLARS (\$65,000).
- b. For the period of July 1, 2009 through June 30, 2010, Contractor shall be paid TEN THOUSAND FOUR HUNDRED SIXTEEN DOLLARS (\$10,416) for four (4) months and TEN THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS (\$10,417) for eight (8) months, not exceed ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000), if funds are available for AOD prevention and the contractor has made satisfactory progress on contracted service deliverables.

- c. For the period of July 1, 2010 through June 30, 2011, Contractor shall be paid TEN THOUSAND FOUR HUNDRED SIXTEEN DOLLARS (\$10,416) for four (4) months and TEN THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS (\$10,417) for eight (8) months not exceed ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000), if funds are available for AOD prevention and the contractor has made satisfactory progress on contracted service deliverables.
- B. South Coast Project Stipend Funds
1. For the period June 15, 2009 through September 30, 2009, County shall pay Contractor a maximum of FIVE THOUSAND FOUR HUNDRED DOLLARS (\$5,400). County will pay Contractor upon receipt and approval of Contractor's invoice by the AOD Project Coordinator. Contractor will provide documentation of distribution of stipend funds. Services must be provided and funds must be spent by September 30, 2009.
 2. For the period of October 1, 2009 through September 30, 2010, County shall pay Contractor a maximum of SIX THOUSAND DOLLARS (\$6,000). County will pay Contractor upon receipt and approval of Contractor's invoice by the AOD Project Coordinator. Contractor will provide documentation of distribution of stipend funds. Services must be provided and funds must be spent by September 30, 2010.
- C. Project SUCCESS
1. Subject to the availability of State funding for services as described in Section I.C. of Exhibit A, Contractor shall receive a maximum of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) for the implementation of "Project SUCCESS. This amount shall include the following maximums:
 - a. Contractor will be paid a one time start up cost not to exceed TWENTY THOUSAND DOLLARS (\$20,000). Payment shall be made following receipt of invoice.
 - b. For the period January 1, 2011 through June 30, 2011, Contractor will be paid one-sixth (1/6) of the total obligation per month or SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500), not to exceed ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000).

- D. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED FIFTY-ONE THOUSAND FOUR HUNDRED DOLLARS (\$451,400).
- E. Contractor's annual 2010-2011 budget is attached and incorporated into this Agreement as Exhibit C.
- F. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the designated County AOD Analyst and BHRM Clinical Services Manager or designee for each fiscal year.
- G. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Manual.
- F. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph D of this Exhibit B.
- G. The Chief of the Health System or designee 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.
- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- I. In the event this Agreement is terminated prior to June 30, 2011, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- J. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- K. Monthly Reporting

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and costs per program for the month of service.
 2. The summary ("Summary") shall include data such as: caseload, units of service, type of housing provided, vacancy rate, and other evaluative information as requested by County. Such Summary will accompany the invoice described above. The Summary shall become incorporated into an annual (fiscal year-end) report which shall include such information as the Chief of the Health System or the Chief's designee requires to permit reporting, monitoring, and evaluation of Contractor's program pursuant to this Agreement.
- L. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee with 30 days notice.
- M. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- N. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- O. County May Withhold Payment

Contractor shall provide all pertinent documentation requested by County. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

P. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Schedule A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 20____

Signed _____ Title _____

Agency _____”

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Puente de la Costa Sur

Name of Contractor(s) - Type or Print

P.O. Box 554

Street Address or P.O. Box

Pescadero, California 94060

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**ATTACHMENT J - FINGERPRINTING COMPLIANCE FORM
PUENTE DE LA COSTA SUR**

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Name

Title

Signature

Date