

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
EL CENTRO DE LIBERTAD/THE FREEDOM CENTER, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and El Centro de Libertad/The Freedom Center, Inc., 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 for the purpose of providing early intervention and treatment services in Half Moon Bay for the term of July 1, 2011 through June 30, 2014, in the amount of \$231,379; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the contract through June 30, 2015 and increase the amount by \$86,767 to an amount not to exceed \$318,146.

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

1. Term and Termination is amended to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2014, through June 30, 2015.**
2. Amendment Exhibit A1 (Scope of Work) is replaced with Revised Exhibit A2 (rev. 07/01/2014)
3. Amendment Exhibit B1 (Payment Schedule) is replaced with Revised Exhibit B2 (rev. 07/01/2014)
4. Amendment Exhibit C1 (Program Monitoring) is replaced with Revised Exhibit C2 (rev. 07/01/2014)
5. **All other terms and conditions of the agreement dated December 13, 2011 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

El Centro de Libertad /The Freedom Center, Inc.

George Bay CEO
Contractor's Signature

Date: July 3, 2014

**EL CENTRO DE LIBERTAD/THE FREEDOM CENTER, INC.
SERVICES
JULY 1, 2011 – JUNE 30, 2015**

In consideration of the payments set forth in Exhibit "B2", Contractor shall provide the following services:

El Centro de Libertad/The Freedom Center, Inc. shall provide early intention services and treatment services in Half Moon Bay, California. Delivery of the program includes the cost of staff, materials, and research.

1. One hundred sixty two (162) staff hours to serve thirty (30) youth each year with groups meeting weekly during school year in Cunha Middle School and one (1) group at Pilarcitos High School with additional onsite services will be provided at Half Moon Bay High School. Program which address early intervention and include anger management.
2. Seven hundred twenty nine (729) staff hours to serve five (5) youth at El Centro de Libertad Coastside outpatient treatment center at 225 S. Cabrillo Highway Suite 105D, Half Moon Bay. Treatment plan includes assessment, weekly individual counseling, weekly group counseling, case management, family education, and therapy as indicated.
 - Individual counseling including intake assessment once weekly for each youth
 - Group Counseling
 - Anger Management
 - Case Management
 - Family Education Sessions
 - Therapy, individual, family and group as indicated
3. One hundred fifty six hours (156) of data collection and data processing for program evaluation.

EXHIBIT B2

**EL CENTRO DE LIBERTAD/THE FREEDOM CENTER, INC.
PAYMENTS AND RATES**

In consideration of the services provided by Contractor in Exhibit "A2," County shall pay Contractor based on the following fee schedule:

- A. Contractor shall be paid for actual services provided up to a maximum amount of **THREE HUNDRED EIGHTEEN THOUSAND ONE HUNDRED AND FOURTY SIX DOLLARS (\$318,146)** for the term of the contract.
- B. Contractor shall be paid for actual services provided up to the maximum annual payment **EIGHTY SIX THOUSAND SEVEN HUNDRED SIXTY SEVEN DOLLARS (\$86,767)** for FY 2014-2015.
- C. Payments shall be made according to the following schedule:

Service	Hours/Year	Rate/Hour	Total Amount/Year
Gender specific groups at Cunha Middle School, groups at Pilarcitos High School and additional onsite services at Half Moon Bay High School.	108	\$67.22	FY 11-12 \$7,259.76
	162	\$67.22	FY 12-13 \$10,889.64
	162	\$67.22	FY 13-14 \$10,889.64
	162	\$67.22	FY 14-15 \$10,889.64
Assessment, weekly individual counseling and weekly group counseling at 225 S Cabrillo Highway, Suite 105D.	486	\$67.22	FY 11-12 \$32,668.92
	729	\$67.22	FY 12-13 \$49,003.38
	729	\$67.22	FY 13-14 \$49,003.38
	729	\$67.22	FY 14-15 \$49,003.38
Data collection , data processing and program evaluation	104	\$67.22	FY 11-12 \$6,990.88
	156	\$67.22	FY 12-13 \$10,486.32
	156	\$67.22	FY 13-14 \$10,486.32
	156	\$67.22	FY 14-15 \$10,486.32
Other Direct Costs—Drug Test, Lab Fees, Training, Occupancy costs for program staff. Program			FY 11-12 \$10,926.00

supplies, materials--videos workbooks and handouts			FY 12-13 \$16,387.66
			FY 13-14 \$16,387.66
			FY 14-15 \$16,387.66
Annual Subtotal 2011-2012	698	--	\$57,845.00
Annual Subtotal 2012-2013	1,047	--	\$86,767.00
Annual Subtotal 2013-2014	1,047	--	\$86,767.00
Annual Subtotal 2014-2015	1,047	--	\$86,767.00
TOTAL			\$318,146.00

- E. Contractor shall notify County of changes in the number of hours or type of services, in writing, in advance. Such changes shall be approved by the Chief Probation Officer or his designee. Contractor shall not be paid for services delivered in excess of those in the schedule above. Notwithstanding, the amount of the contract for the contract term shall not exceed **THREE HUNDRED EIGHTEEN THOUSAND ONE HUNDRED AND FOURTY SIX DOLLARS (\$318,146)**.
- F. Payment shall be made upon receipt of Contractor's quarterly invoice for actual services delivered and approved by the Chief Probation Officer or his designee within thirty (30) working days. All invoices should provide supporting documentation of units of services delivered as well as any receipts for any direct costs purchased for the program. County shall have the right to withhold payment if it determines that the quantity and quality of work performed is unacceptable.
- G. Contractor shall email invoices and activity reports to Noelle Vergara, Management Analyst at nvergara@smcgov.org and Sio Hung (Fanny) Ung, Fiscal Office Specialist at sung@smcgov.org. Emailed invoices and activity reports need not be signed. Contractor shall also mail original, signed, hard copies of invoices and activity reports to: Noelle Vergara, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402.
- H. Contractor shall submit invoices and activity reports according to the schedule below:

Service Period	Invoice Due Date	Report Content
July 1, 2011 – September 30, 2011	October 15, 2011	Services delivered
October 1, 2011 – December 31, 2011	January 15, 2012	Services delivered
January 1, 2012 – March 31, 2012	April 15, 2012	Services delivered
April 1, 2012 – June 30, 2012	July 5, 2012	Services delivered
July 1, 2011– June 30, 2012	July 31, 2012	Services delivered

		and program outcomes
July 1, 2012 – September 30, 2012	October 15, 2012	Services delivered
October 1, 2012 – December 31, 2012	January 15, 2013	Services delivered
January 1, 2013 – March 31, 2013	April 15, 2013	Services delivered
April 1, 2013 – June 30, 2013	July 5, 2013	Services delivered
July 1, 2012 – June 30, 2013	July 31, 2013	Services delivered and program outcomes
July 1, 2013 – September 30, 2013	October 15, 2013	Services delivered
October 1, 2013 – December 31, 2013	January 15, 2014	Services delivered
January 1, 2014 – March 31, 2014	April 15, 2014	Services delivered
April 1, 2014 – June 30, 2014	July 5, 2014	Services delivered
July 1, 2013 – June 30, 2014	July 31, 2014	Services delivered and program outcomes
July 1, 2014 – September 30, 2014	October 15, 2014	Services delivered
October 1, 2014 – December 31, 2014	January 15, 2015	Services delivered
January 1, 2015 – March 31, 2015	April 15, 2015	Services delivered
April 1, 2015 – June 30, 2015	July 5, 2015	Services delivered and program outcomes

- I. Payment for services provided is contingent upon the availability of County, State, or Federal funds. In the event the State or the Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including but not limited to, payments that are based on County funds.

EXHIBIT C2

**EL CENTRO DE LIBERTAD/THE FREEDOM CENTER, INC.
PROGRAM MONITORING
JULY 1, 2011 – JUNE 30, 2015**

Contractor agrees to participate in the San Mateo County Juvenile Justice Coordinating Council (JJCC) evaluation subcommittee and to provide both the County and the County's Evaluation Services Contractor with individual-level data on mandated and agreed-to performance measures as needed and at least twice per year.

Contractor shall provide a quarterly invoice that includes supporting documentation of actual units of services delivered by specific program service and supporting expenditure documentation using the form attached and printed on the Contractor's letterhead. Contractor will also submit a quarterly narrative of highlights of and challenges to the programming. Contractor shall provide an annual performance outcome report using the form attached and printed on the Contractor's letterhead.

Contractor shall demonstrate the following outcomes:
El Centro de Libertad's coastside early intervention and treatment services primarily support the following outcomes in the areas of Greater Connection to and Engagement in School, Increased Developmental Assets, Improved Family Functioning, and Reduced use of alcohol and other drugs.

Performance Measure	Youth Participating in Program			
	FY 11-12	FY 12-13	FY 13-14	FY 14-15
Youth will demonstrate greater connection to and engagement in school in at least one of the following areas: positive friends at school, a positive adult at school to turn to, involvement in pro-social school activities and decreased absences and partial/whole day truancy	80%	80%	80%	80%
Youth will demonstrate Increased Developmental Assets in at least one of the following areas: positive values (decision making, understanding, consequences), empowerment appropriate boundaries constructive (pro-social) use of free time belief and hope in the future, optimistic positive peer relationships	80%	80%	80%	80%

<p>Youth will demonstrate reduced use of alcohol and other drugs and / or Improved Family Functioning with parental involvement in youth's lives and positive parent-child communication. Note: expectation of outcome primarily associated with higher intensity treatment services.</p>	<p>14%</p>	<p>14%</p>	<p>14%</p>	<p>14%</p>
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