

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

THIS FIRST 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 professional services on June 26, 2012, for the term of July 1, 2012 through June 30, 2013, for a maximum obligation of \$375,000; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a first time increasing the maximum obligation by \$187,500 to a new maximum of \$562,500 and extending the term of the Agreement to December 31, 2013.

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 FIVE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$562,500).

2. Paragraph 4. Term and Termination is hereby deleted and replaced with the Paragraph 4. Term and Termination below:

Subject to compliance with all terms and conditions, the term of this

Agreement shall be from July 1, 2012 through December 31, 2013.

This Agreement may be terminated by Contractor, the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Exhibit A is hereby deleted and replaced with the Exhibit A attached hereto.
4. Exhibit B is hereby deleted and replaced with the Exhibit B attached hereto.
5. All other terms and conditions of the Original Agreement between the County and Contractor shall remain in full force and effect.

Signature page to follow.

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

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: 05/13/13

EXHIBIT A – SERVICES
PUENTE DE LA COSTA SUR
2012 – 2014

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Community-Based Partnership

Contractor will be the lead/fiscal agency for the Community-Based Partnership, for the provision of alcohol and other drug-related prevention services in the South Coast Region of San Mateo County.

In providing its services and operations, Contractor will maintain compliance with the requirements of the San Mateo County Behavioral Health and Recovery Services Alcohol and Other Drug Services Provider Handbook hereinafter referred to as the Alcohol and Other Drug Services (AOD) Provider Handbook. In doing so, Contractor will follow, and assure that the Community-Based Partnership follows federal, state, and local requirements, including general administrative, fiscal, and reporting responsibilities. These requirements and responsibilities are set forth in the AOD Provider Handbook which is located online at:

<http://www.aodsystems.com/SMC/Index.htm> and is incorporated by reference herein.

1. Work Plan and Budget Development and Approval:

- a. Contractor will develop a Work Plan in collaboration with the Community-Based Partnership, based on the Partnership's assessment of community-level conditions, priorities, and capacity with respect to alcohol and other drug issues.
- b. Contractor will develop a Budget in consultation with the Community-Based Partnership. The Budget must be consistent with the scope of work reflected in the Work Plan and shall include a twenty percent (20%) in-kind match.
- c. Contractor's Work Plan and Budget must be approved by the AOD Administrator or designee. The approved Work Plan and Budget are hereby incorporated by reference. Work Plan requirements include, but are not limited to:

- i. Work Plan shall align with the Behavioral Health and Recovery Services Prevention Framework and the Alcohol and Other Drug Services Strategic Prevention Framework. These documents are located in the AOD Provider Handbook described in Section I of Exhibit A.
- ii. Work Plan objectives shall be identified and strategies shall be developed with community input, and based upon local data. Strategies shall seek to impact community systems. Work Plan shall address the five (5) steps in the Strategic Prevention Framework: Assessment, Capacity, Planning, Implementation, and Evaluation.
- iii. Objectives must be specific and measurable with strategies and activities appropriate to achieve objectives.
- iv. Changes to the Work Plan and/or corresponding Budget must be negotiated collaboratively with the Community-Based Partnership and BHRS AOD. Work Plan modifications are subject to approval by the BHRS AOD Administrator or designee.

2. Work Plan Implementation:

- a. Contractor shall implement Work Plan strategies and activities to achieve Work Plan objectives.
- b. Contractor shall include the BHRS AOD Analyst in the meetings of the Community-Based Partnership to provide technical assistance consultation and to monitor progress towards accomplishing the objectives described in the Work Plan.

3. Participation in Alcohol and Other Drug Sponsored Activities

- a. Contractor shall participate in BHRS AOD sponsored and recommended training, and technical assistance opportunities, and in county-wide level networking meetings and events, and shall encourage community partners to participate as well.

B. 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 ten to eighteen (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 41 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 forty-one (41) 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 thirty (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. Mental Health Services Act (MHSA) programs for children and youth will also reflect the following core values:
 - 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' (BHRS) 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:
<http://nrepp.samhsa.gov/viewintervention.aspx?id=71>.
- 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 with the school; refer students and families needing substance abuse treatment or mental health services in the community and provide follow-up. The following four program components are utilized in Project SUCCESS:

- i. The Prevention Education Series – An Alcohol, Tobacco and Other Drug prevention program conducted by the Project SUCCESS Counselor with small groups of students.

- ii. Individual and Group Counseling – Project SUCCESS counselors conduct time-limited group counseling at school for students following participation in the Prevention Education Series; individual assessments and individual sessions are provided as needed. There are seven different counseling groups for students to participate in.
 - iii. Parent Programs – Project SUCCESS includes parents as collaborative partners in prevention through parent education programs.
 - iv. 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.
- 6. The program will operate under policies and procedures that ensure:
 - a. 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).
 - b. 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 Mental Health (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. Community-Based Partnership

1. CalOMS Prevention Data Collection and Reporting

- a. Enter data on a regular basis (as services occur) documenting the Community-Based Partnership's implementation activities into the California Department of Alcohol and Drug Program's web-based Outcomes Measurement System for Prevention (CalOMS Pv) Data System and in accordance with the requirements of the Alcohol and Other Drug Services Provider Handbook, located online at: <http://www.aodsystems.com/SMC/Index.htm>.
- b. The quantity and quality of CalOMS Pv data input should accurately and adequately reflect the amount of funding, time, and effort devoted to implementation of the Work Plan. The link to the Web-based CalOMS Prevention data system is: <https://kitservices1.kithost.net/calomspv/pSystem.aspx>.
- c. Communicate with BHRS AOD staff regarding CalOMS Pv data review and comply with BHRS AOD staff requests for data corrections and/or changes.

2. Implementation Progress Reporting

- a. Maintain documentation of all Work Plan activities.
- b. Contractor shall document Work Plan progress, including successes, challenges, participation by community residents, youth, and other sector representatives, and timeliness.
 - i. Provide a written quarterly progress update to the assigned AOD Analyst in a format provided by the County AOD Administrator or designee in accordance with the requirements of the AOD Provider Handbook located: <http://www.aodsystems.com/SMC/Index.htm>

3. Financial and Units of Service Reporting

- a. Submit the Quarterly Expense, Revenue, and Units of Service Report, Year-end Cost Report, and Agency Audit to the assigned AOD Analyst in accordance with the requirements of the AOD Provider Handbook, located online at: <http://www.aodsystems.com/SMC/Index.htm>.

4. Report hours of staff availability dedicated to alcohol and other drug community-based prevention activities and efforts, including preparation time and record keeping time, for each program year. Annual hours of staff availability are determined based on the formula 1 FTE = one thousand seven hundred eighty-seven (1,787) hours of staff availability.

B. Project SUCCESS

1. Monthly Reporting and Documentation:
 - a. Contractor shall administer/utilize any and all survey instruments as directed by BHRS, including but not limited to the following outcomes and satisfaction measurement instruments. Contractor shall measure outcomes by:
 - i. choosing one of the following: a survey instrument as agreed upon by BHRS, satisfaction survey for students, staff and/or parents, focus groups for students, staff and/or parents
 - ii. measuring a school success outcome at minimum at the beginning and at the end of the year (e.g. class room behavior rating, number of disciplinary actions, class room participation/engagement); this measure will be chosen in collaboration with the school based on data routinely collected by the school at regular intervals.
2. Contractor shall collect and report on documentation of Project SUCCESS services and activities, including but not limited to the following:
 - a. Submit quarterly narrative and demographics reports in a format provided by BHRS.
 - b. Identify if intervention was with: student, parent, school staff, or all 3, for each intervention:
 - i. number of minutes seen each time,
 - ii. type of service provided:
 - 1) normative and prevention education,
 - 2) problem identification and referral (assessment),
 - 3) community based process
 - 4) environmental approach

- iii. content of intervention: resistance and social competency skills, such as communication, decision making, stress and anger management, problem solving, and resisting peer pressure

C. ADMINISTRATIVE REQUIREMENTS – ALL PROGRAMS

1. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org

- a. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year. The annual cultural competence plan will include, but is not limited to the following:
 - i. Implementation of policies and practices that are related to promoting diversity and cultural competence;
 - ii. Contractor forum for discussing relevant and appropriate cultural competence-related issues; (such as a cultural competence committee)
 - iii. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation;
 - iv. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services with clients in a culturally and linguistically appropriate manner);
 - v. Staff training plan related to cultural competency. Contractor will ensure that all program staff receives at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.

- b. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
- c. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.
- d. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
- e. Technical Assistance
Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

2. Developmental Assets

Contractor shall incorporate the forty-one (41) 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-one (41) internal and external assets needed to build positive self-esteem, the ability to solve problems and build healthy social relationships.

3. Ineligible Employees

a. Office of the Inspector General

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.

b. California Department of Health Care Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) 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/part1bullet1.asp>.

4. Advance Directives

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

5. 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 or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals 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. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive.

6. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

7. Retention of Records

Paragraph 13 ("Retention of Records") of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary records (including 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 person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

8. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Deputy Director or Youth Services, Adult and Older Adult Services, or the Manager of AOD Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

9. Beneficiary Rights

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

10. 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.

11. 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.

EXHIBIT B – PAYMENTS AND RATES
PUENTE DE LA COSTA SUR
2012 – 2014

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

1. Subject to availability of State funding for services as described in Section I.A. of Exhibit A, Contractor shall receive a maximum of ONE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$187,500) for the Community-Based Partnership.
 - a. For the term of July 1, 2012 through June 30, 2013, Contractor shall be paid one-twelfth (1/12TH) of the total obligation per month or TEN THOUSAND FOUR HUNDRED SIXTEEN DOLLARS (\$10,416), not exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000).
 - b. For the term of July 1, 2013 through December 31, 2013, Contractor shall be paid one-sixth (1/6TH) of the total obligation per month or TEN THOUSAND FOUR HUNDRED SIXTEEN DOLLARS (\$10,416), not exceed SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500).
 - c. In any event, funding for FY2012-13 and FY 2013-14 is contingent upon availability of funds for AOD prevention and payment is also contingent upon the Contractor's satisfactory progress on contracted service deliverables.
 - d. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook.

B. Project SUCCESS

1. Subject to the availability of State funding for services as described in Section I.B. of Exhibit A, Contractor shall receive a maximum of THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000) for "Project SUCCESS. This amount shall include the following maximums:
 - a. For the term July 1, 2012 through June 30, 2013, Contractor will be paid one-twelfth (1/12TH) of the total obligation per month or TWENTY THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS (\$20,833), not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).
 - b. For the term July 1, 2013 through December 31, 2013, Contractor will be paid one-sixth (1/6TH) of the total obligation per month or TWENTY THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS (\$20,833), not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000).
2. Monthly Invoice and Payment
 - a. 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.
 - b. Direct Services/Claims
 - i. Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

c. Indirect Services/Claims

- i. Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.
- ii. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received.

3. 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.

C. ALL PROGRAMS

1. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$562,500).
2. Contractor's annual 2013-2014 budget is incorporated into this Agreement by reference.
3. 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 BHRS AOD Analyst and BHRS Clinical Services Manager or designee for each fiscal year.

4. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph C.1. of this Exhibit B.
5. 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.

6. Monthly Invoices and Reports

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received one hundred eighty (180) days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims and reports are to be sent to:

County of San Mateo
Behavioral Health and Recovery Services
BHRS – AOD Program Analyst
400 Harbor Blvd., Building E
Belmont, CA 94002

7. 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.
8. In the event this Agreement is terminated prior to December 31, 2013, 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.

9. 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.
10. 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 thirty (30) days notice.
11. 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.
12. 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 Director, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.
13. Invoice Certification and Program Integrity

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

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

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice 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.

KERRY LOBEL

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.

Kerry Lobel
Signature

Executive Director
Title of Authorized Official

05/13/13
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."