

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ONE EAST PALO ALTO**

THIS FIRST AMENDMENT is entered into this ____ day of _____,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
ONE EAST PALO ALTO, hereinafter called "Contractor";

WITNESSETH:

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 19, 2012 for the term of July 1, 2012 through June 30, 2013 for a maximum obligation of \$150,000; 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 \$75,000 to a new maximum of \$225,000 and extending the term of the agreement to December 31, 2013.

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 TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000).

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 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 first amendment.

COUNTY OF SAN MATEO

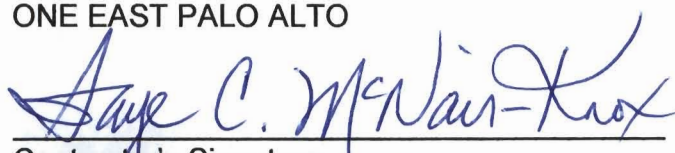
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ONE EAST PALO ALTO



Contractor's Signature

Date: 4/22/13

EXHIBIT A – SERVICES
ONE EAST PALO ALTO
FY 2012 – 2014

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

Contractor will be the fiscal and lead agency for the Community-Based Partnership for the provision of alcohol and other drug-related prevention services in the East Palo Alto community 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 (BHRS) Alcohol and Other Drug Services (AOD) 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, including a Budget Justification, 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 County 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 BHRS 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. Administrative Requirements

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 AOD 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 approved by the County AOD Administrator or designee in accordance with the requirements of the AOD Provider Handbook, located online at :
<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>.

- b. 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 fiscal year. Annual hours of staff availability are determined based upon the following formula: 1 FTE = 1,787 hours of staff availability.

4. 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 (jafrika@smcgov.org) to plan for appropriate technical assistance.

5. 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. All Employees

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Healthcare 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/part1bulletin.asp>

6. Advance Directives

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

7. Fingerprint 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.

8. Administering Satisfaction Surveys

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

9. 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.

10. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Deputy Director of 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.

11. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary rights and responsibilities.

EXHIBIT B – PAYMENTS AND RATES
ONE EAST PALO ALTO
FY 2012 – 2014

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor as follows:

I. PAYMENTS

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. For the term July 1, 2012 through June 30, 2013, County shall be obligated to pay a Contractor maximum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000). Unless otherwise authorized by the Chief of the Health System or designee, the rate of monthly payment by the County to Contractor shall be one-twelfth ($1/12^{\text{th}}$) of the maximum amount per month or TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500).
2. For the term July 1, 2013 through December 31, 2013, County shall be obligated to pay a Contractor maximum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000). Unless otherwise authorized by the Chief of the Health System or designee, the rate of monthly payment by the County to Contractor shall be one-sixth ($1/6^{\text{th}}$) of the maximum amount per month or TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500).

B. Funding is contingent upon availability of funds for AOD prevention and upon Contractor's satisfactory progress on the contracted service deliverables.

C. Contract Maximum

In any event, the maximum amount County shall be obligated to pay Contractor for services rendered under this Agreement shall not exceed TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000).

D. 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. Invoices 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. Invoices and reports are to be sent to:

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

E. Contract Amendments

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.

F. Anticipated Change in Revenue

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.

G. Early Termination

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.

H. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the County Documentation Manual (as defined in Paragraph I.A of Exhibit A). 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 Quality Improvement Manager of BHRS of the Health System.

- I. 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 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.

J. Invoice Certification and Program Integrity

Anytime Contractor submits an invoice to the County for reimbursement for services provided under 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 the 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.

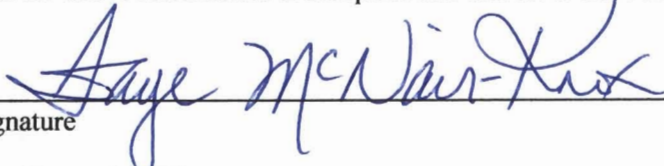
Dr. Faye McNair-Knox
Name of 504 Person - Type or Print

One East Palo Alto
Name of Contractor(s) - Type or Print

1798-B Bay Road
Street Address or P.O. Box

East Palo Alto, CA 94303
City, State, Zip Code

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


Signature

Executive Director
Title of Authorized Official

4/22/13
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."