

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
YOUTH LEADERSHIP INSTITUTE**

THIS FIRST AMENDMENT is entered into this _____ day of _____,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
YOUTH LEADERSHIP INSTITUTE, 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 September 10, 2013, for the term of July 1, 2013 through June 30, 2014 for a maximum obligation of \$129,779; 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 \$225,000 to a new maximum of \$354,779, adding community-based partnership services for the term January 1, 2014 through June 30, 2015, and all other services will remain in effect July 1, 2013 through June 30, 2014.

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 THREE HUNDRED FIFTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-NINE DOLLARS (\$354,779).

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 January 1, 2014 through June 30, 2015 for community-based partnership services and shall remain July 1, 2013 through June 30, 2014 for all other services.

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

YOUTH LEADERSHIP INSTITUTE



Contractor's Signature

Date: 10/30/13

EXHIBIT A – SERVICES
YOUTH LEADERSHIP INSTITUTE
2013 – 2015

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

I. COMMUNITY-BASED PARTNERSHIP (January 1, 2014 – June 30, 2015)

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 Half Moon Bay and Pescadero community of San Mateo County.

Contractor is responsible for convening the Community-based Partnership. Community-based Partnerships are comprised of local government, parents, youth, parents, community activists, educators, law enforcement, businesses, faith-based leaders, health providers, and others who are mobilizing at the local level to make their communities safer, healthier, and to reduce the problems associated with alcohol and other drugs. A Community-based Partnership is an evidenced-based strategy that promotes coordination and collaboration and makes efficient use of limited resources. By connecting multiple sectors of the community in a comprehensive approach, community based partnerships are able to plan and implement strategies, coordinate activities and achieve measurable outcomes.

In providing its operations, Contractor will maintain compliance with the requirements listed in 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 located at <http://www.smchealth.org/bhrs/aod/handbook>, and is incorporated by reference herein.

A. Work Plan and Budget Development and Approval:

1. 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.

2. Contractor will consult with the Community-Based Partnership and develop a Budget that includes a Budget Justification. 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. The Governor of California has signed a directive stating that state funds can no longer be used to purchase promotional items, colloquially known as SWAG (Stuff We All Get). This includes items such as t-shirts, mugs, key chains, etc. See the following link: <http://gov.ca.gov/news.php?id=16911>. A listing of non-allowable expenditures can also be found in the AOD Provider Handbook. A minimum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) must be allocated to evaluation services. A minimum of ONE THOUSAND DOLLARS (\$1,000) must be allocated towards training. Contractor will send 2-4 staff and partners, to attend 1-2 California Department of Health Care Services (DHCS) sponsored alcohol and other drug prevention trainings each fiscal year.
3. Contractor's Work Plan and Budget must be approved by the BHRS AOD Administrator or designee and uploaded to the CalOMS Pv site no later than January 31, 2014. Failure to meet this deadline will result in the suspension of payment. The approved Work Plan and Budget are hereby incorporated by reference. The Work Plan requirements include, but are not limited to:
 - a. Work Plan shall align with the AOD Strategic Prevention Framework 2014-2019 (SPF) and with the San Mateo County AOD Work Plan, as incorporated in the SPF. These documents are in the AOD Provider Handbook.

- b. Using the SPF and the San Mateo County AOD Work Plan, the Community-Based Partnership shall:
 - i. Select at least one (1) Problem Statement and Goal in Priority Area 1; identify and implement at least three (3) Interventions/Strategies that address the Problem Statement.
 - ii. Select at least one (1) Problem Statement and Goal in Priority Area 2; identify and implement at least three (3) Interventions/Strategies that address the Problem Statements.
 - iii. The Community-Based Partnership may identify additional problem statements, goals and additional interventions/strategies if needed to address the local conditions in their community. Approval to implement these interventions/strategies using this funding is at the discretion of the BHRS AOD Administrator or designee.
 - iv. Upon identifying the Problem Statements and Goals, the Community-Based Partnership shall use the selected Interventions/Strategies and develop specific, measurable, time-bound objectives in a Logic Model and Work Plan.
- c. The Work Plan shall incorporate environmental alcohol and other drug prevention strategies. Environmental strategies are based on the belief that problem alcohol and other drug use is a product of multiple environmental conditions and circumstances. According to this view, individuals do not engage in problematic substance use solely on the basis of personal characteristics, but rather as a result of a complex set of factors in their environment, including: the rules and regulations of the social institutions to which individuals belong, the norms of the communities in which they live, the mass media messages to which they are exposed, and the accessibility and availability of alcohol and other drugs. Environmental alcohol and other drug prevention strategies reach entire populations and reduce collective risk, making them a cost effective solution
- d. 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.

B. Work Plan Implementation:

1. Contractor, in collaboration with the Community-Based Partnership, shall implement Work Plan intervention/strategies to achieve Work Plan objectives.
 2. Contractor shall include the County BHRS AOD Analyst in meetings of the Community-Based Partnership to provide technical assistance and consultation, and to monitor progress towards accomplishing the objectives described in the Work Plan.
- C. Participation in BHRS AOD Sponsored Activities
1. Contractor shall participate in BHRS AOD sponsored and recommended training, technical assistance opportunities, in county-wide level networking meetings and events, and shall encourage community partners to participate as well.

II. FRIDAY NIGHT LIVE AND CLUB LIVE (July 1, 2013 – June 30, 2014)

- A. Contractor will provide the following alcohol and drug prevention services, which include countywide coordination of Friday Night Live and Club Live, member group support, training, and technical assistance.

In providing its services and operations, Contractor will maintain compliance with requirements of the San Mateo County AOD Provider Handbook including additions and revisions, incorporated by reference herein and is located at: <http://www.aodsystems.com/SMC/Index.htm>. is incorporated by reference herein.

1. Friday Night Live and Club Live Coordination
 - a. Contractor shall be responsible for the Countywide coordination and support of Friday Night Live (FNL) and Club Live (CL) alcohol and drug prevention services. Contractor will submit an annual detailed Work Plan to the AOD Administrator or designee for approval. The work plan will include:
 - i. Provide FNL/CL Chapter and Advisor support for a minimum of ten (10) FNL/CL Chapters of which four (4) chapters will engage in Environmental Prevention Action Projects.
 - ii. Develop and maintain the FNL Countywide Youth Coalition.
 - iii. Develop training materials for youth-led/youth-adult partnership facilitated environmental prevention and/or policy advocacy efforts.
 - iv. Provide training and technical assistance.
 - v. Complete evaluation and reporting activities.

- vi. Support local FNL/CL participation in countywide, regional, and statewide opportunities.
- vii. Maintain Membership In Good Standing (MIGS) of the State FNL Network by meetings standards of the network to ensure program quality and accountability. The MIGS criteria reflects and demonstrates prioritized evidence based youth development practices prevention strategies to achieve FNL outcomes.

b. Work Plan and Budget Development and Approval

- i. Contractor will develop a detailed Implementation Work Plan which will include, but is not limited to, all activities listed in Section II.A. of this Exhibit A above.
- ii. Contractor will develop a Budget consistent with the scope of work reflected in the Work Plan.
- iii. 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:
 - 1) Work Plan shall align with the Behavioral Health and Recovery Services (BHRS) Prevention Framework and the AOD Strategic Prevention Framework. These documents are located in the AOD Provider Handbook described in Section I. of Exhibit A.
 - 2) Work Plan objectives shall be identified and strategies shall be developed with youth and community input as appropriate, 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.
 - 3) Objectives must be specific and measurable with strategies and activities appropriate to achieve objectives.
 - 4) Changes to the Work Plan and/or corresponding budget are subject to approval by the County AOD Administrator or designee.

c. Work Plan Implementation:

- 1. Contractor shall implement Work Plan strategies and activities to achieve Work Plan objectives.

2. Participate in AOD sponsored activities.

B. Administrative and Reporting Requirements

1. CalOMS Prevention Data Collection and Reporting

- a. Contractor shall enter data into the DHCS web-based Outcomes Measurement System for Prevention (CalOMS Pv) on a regular basis (as services occur) and no later than ten (10) business days following the service month. Data shall include the Community-Based Partnership's implementation activities and be in accordance with the requirements of the AOD Provider Handbook
- b. Contractor shall upload approved Work Plan into CalOMS Pv system by January 31, 2014. Revised Work Plans must be uploaded within ten (10) business days of approval.
- c. 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>.

2. Implementation Progress Reporting

- a. Contractor shall maintain additional documentation of all Work Plan activities, including but not limited to: meeting agenda and notes, sign-in sheets, flyers, brochures, proclamations and ordinances adopted, etc.
- b. Contractor shall document Work Plan progress, including successes, challenges, participation by the Community-Based Partnership, and timeliness.
- c. Contractor, in collaboration with the Community-Based Partnership, shall update the Work Plan as needed. All updates shall be approved by the BHRS AOD Administrator or designee. Failure to maintain an approved Work Plan will result in a delay or withholding of payment.
- d. Financial and Units of Service Reporting

- i. Submit the Quarterly Expense, Revenue, and Units of Service Report, Year-end Cost Report and Agency Audit, and Year-end SPF Progress Report to the assigned BHRS AOD Analyst in accordance with the requirements of the AOD Provider Handbook.

III. TOBACCO PREVENTION SERVICES – (July 1, 2013 – June 30, 2014)

1. YO! Mateo Countywide Tobacco Youth Coalition: Project CASA (Creating Access to Smoke-free Apartments)
 - a. In partnership with San Mateo County Tobacco Prevention Program and the San Mateo County Tobacco Education Coalition, this project will promote youth leadership while supporting community-based tobacco-control advocacy. YLI will coordinate a countywide youth tobacco prevention coalition—YO Mateo (Youth Organizing San Mateo County) to promote, raise public awareness, and advocate for policy and practices that increase housing resident access to smoke-free areas in Redwood City.
 - b. Smoke-free Housing Goal: In partnership with local elected officials and housing residents/associations in Redwood City, YO! Mateo will advocate for the jurisdiction to implement a smoke-free housing policy designating one hundred percent (100%) of their units as smoke-free (including patios and balconies).

IV. ADMINISTRATIVE REQUIREMENTS

A. Record Retention

Paragraph 13 of the Agreement 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 person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (Contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

B. Administering Satisfaction Surveys

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

C. 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.

1. 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:

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee).
- c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.
- d. 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 in a culturally and linguistically appropriate manner.)
- e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receive at least eight (8) hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.

2. 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.
3. 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.
4. 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.
5. 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.

D. Licensing Reports

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.

E. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A) which is located online at: <http://smchealth.org/SOCMHContractors>, and is incorporated by reference herein. Documentation for AOD services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.aodsystems.com/SMC/Index.htm>, and is incorporated by reference herein.

F. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

1. Office of 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.

2. Department of Healthcare 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/faq.asp>, locate Medi-Cal suspension list on left navigation bar.

Contractor shall submit verification of the ineligible screening process on January 2nd of each contract year.

G. Advance Directives

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

H. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

I. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS 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.

J. 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 or others 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.

K. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, the credentials of its clinical staff (or obtain a waiver). All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form and submitted to the BHRS Quality Management team. Thereafter, on a yearly basis, Contractor is responsible to conduct a re-credentialing check verifying the NPI number, and ensure that qualification standards have been met and all applicable licenses are current.

L. Staff Termination

Contractor shall inform County, in a timely fashion, when staff have been terminated. BHRS requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

M. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

V. GOALS AND OBJECTIVES

Contractor will ensure that the following outcome objectives are pursued throughout the term of this agreement.

A. Community-Based Partnership:

Goal: Support positive relationships between parents/caregivers and their children.

Objective: Eighty-five percent (85%) of parents/caregivers who participate in the evidence-based Strengthening Families Program will demonstrate in post-surveys a significant increase in parenting skills to address their children's challenging behaviors.

B. Friday Night Live and Club Live:

Goal: Percentage of participants satisfied with the FNL programs.

Objective: Ninety percent (90%) of participants in San Mateo County Friday Night Live programs shall rate their experience as "agree" to "strongly agree" for all five FNL Youth Development Standards of Practice.

C. Tobacco Prevention

Goal: Increase the number of smoke-free multi-unit housing units in San Mateo County.

Objective: In partnership with local elected officials and housing residents/associations in Redwood City, YO! Mateo will advocate for the jurisdiction to implement a smoke-free housing policy designating one hundred percent (100%) of their units as smoke-free (including patios and balconies).

EXHIBIT B – PAYMENTS AND RATES
YOUTH LEADERSHIP INSTITUTE
2013 – 2015

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

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. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Provider Handbook.

A. Total Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed THREE HUNDRED FIFTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-NINE DOLLARS (\$354,779).

B. Community-Based Partnership (January 1, 2014 – June 30, 2015)

1. For the term January 1, 2014 through June 30, 2014, County shall be obligated to pay Contractor a 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).
2. For the term July 1, 2014 through June 30, 2015, County shall be obligated to pay Contractor a 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).

3. Funding is contingent upon availability of funds for AOD prevention and upon Contractor's satisfactory progress on the contracted service deliverables as described in the approved Work Plan.
 - a. Contractor will provide the deliverables described in the approved Work Plan in column labeled Major Activities by the date listed in the column labeled Completion Date.
 - b. Contractor will review the Major Activities/deliverables completed in the Work Plan with the BHRS AOD Analyst on a quarterly basis. Any incomplete Major Activities may result in a corrective action plan, or may result in the delay or withholding of future payments.
 - c. If it is determined that the Contractor has not met Major Activities deliverables by the required Completion Dates, County may issue a corrective action plan for unmet deliverables. Failure to adhere to the corrective action plan may result in the delay or withholding of future payments, or Contractor reimbursing the County for the Contract Value of any and all unmet Major Activity deliverables.

C. Friday Night Live and Club Live (July 1, 2013 – June 30, 2014)

1. County shall pay Contractor for Club Live Services one-twelfth (1/12) of the maximum amount per month, or ONE THOUSAND FOUR HUNDRED NINETY-SIX DOLLARS AND THIRTY-THREE CENTS (\$1,496.33), not to exceed SEVENTEEN THOUSAND NINE HUNDRED FIFTY-SIX DOLLARS (\$17,956).
2. County shall pay Contractor for Friday Night Live Services one-twelfth (1/12) of the maximum amount per month, or FIVE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS AND TWENTY-FIVE CENTS (\$5,985.25), not to exceed SEVENTY-ONE THOUSAND EIGHT HUNDRED TWENTY-THREE DOLLARS (\$71,823).

D. Tobacco Prevention Services (July 1, 2013 – June 30, 2014)

1. YO! Mateo Countywide Tobacco Youth Coalition: Project CASA (Creating Access to Smoke-free Apartments)
 - a. County shall pay Contractor for services described in Exhibit A. paragraph D.1., a maximum of FORTY THOUSAND DOLLARS (\$40,000).

- b. Contractor will provide services described in Attachment C in column labeled Major Activities by the date listed in the column labeled Completion Date.
- c. Contractor will invoice County per amount described in Attachment C column labeled Payment upon completion of each major activity, and County will remit payment.

E. Monthly Invoice and Payment

Contractor shall invoice the County on or before the tenth (10th) working day of each month prior to the service 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. County reserves the right to deny payment of invoices if Contractor does not meet contract deliverables including CalOMS Pv data submission requirements. Invoices and reports are to be sent to:

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

Family Health Services
Tobacco Prevention Program
TPP Project Director
2000 Alameda de las Pulgas, Suite 200
San Mateo, CA 94403

F. Required Fiscal Documentation

Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the BHRS AOD program liaison for each fiscal year.

Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook.

G. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

- H. 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.
- I. 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.
- J. 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.
- K. In the event this Agreement is terminated prior to June 30, 2015, 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.
- L. 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, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. 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.
- M. 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.
- 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 Director, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

P. 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 A – Project CASA (Smoke-free Housing Project)
July 1, 2013 – June 30, 2014

Agency Name	Youth Leadership Institute
Project Title	YO! Mateo Countywide Tobacco Youth Coalition: Project CASA (Creating Access to Smoke-free Apartments)

Smoke-free Housing Goal: In partnership with local elected officials and housing residents/associations in one jurisdiction, YO! Mateo will advocate for the jurisdiction to adopt a smoke-free housing policy designating a minimum of 100% of their units as smoke-free (including patios and balconies).

Project Description
In partnership with San Mateo County Tobacco Prevention Program and the San Mateo County Tobacco Education Coalition, this project will promote youth leadership while supporting community-based tobacco-control advocacy. YLI will coordinate a countywide youth tobacco prevention coalition—YO Mateo (Youth Organizing San Mateo County) to promote, raise public awareness, and advocate for policy and practices that increase housing resident access to smoke-free areas Redwood City.

<u>Objective 1</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
1. By June 30, 2014, youth and/or community members and staff will meet with 3-5 city council members in the jurisdiction to recommend consideration of a smoke-free housing ordinance which may include elements such as smoke-free common areas, 100% of smoke-free units, disclosure to new tenants of where existing smokers live, legal remedies for those affected by secondhand smoke, etc. Organize a meeting with the	1.a Initiate contact with council member(s), briefly introduce the project, and request a meeting.	10/30/13 11/30/13 12/30/13 2/28/14 4/30/14	Contact email/letter Contact email/letter Contact email/letter Contact email/letter Contact email/letter	\$1,000 \$1,000 \$1,000 \$1,000 \$1,000
	1.b Develop presentation and practice presentation at least once before meeting with the council member.	9/30/13	Presentation outline with talking points	\$1,500
	1.c. Conduct meetings and give	12/31/13	Meeting agenda with names	\$1,000

<p>elected official, share the harms of smoking in multi-unit housing, and recommend for consideration elements that could address the problem.</p>	<p>the council member a copy of the educational materials supporting the need for smoke-free housing, as well as an educational packet.</p>	<p>3/31/14 5/31/14</p>	<p>of all attendees</p>	<p>Per meeting</p>
	<p>1.d Request a formal consideration by the council member as well as recommendations for next steps to consider a smoke-free housing ordinance.</p>	<p>12/31/13 3/31/14 5/31/14</p>	<p>Signed endorsement or meeting notes/email indicating next steps</p>	<p>\$1,500 Per meeting</p>
	<p>1.e Follow-up with recommendations from the council member. Reply with a thank you note, responses to any unanswered questions, and contact any additional council members or staff who were recommended to you by the council member. If invited, present to a city council meeting and consult with Tobacco Prevention Program, Technical Assistance Legal Center, and/or other partners to assist the city.</p>	<p>12/31/13 3/31/14 5/31/14</p>	<p>Thank you letter, follow-up materials, correspondence to other staff/elected officials</p>	<p>\$500 Per event</p>

<u>Objective 2</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>2. By June 30, 2014, build the Tobacco Education Coalition smoke-free housing campaign by recruiting project advocates, training these advocates about smoke-free housing issues and strategies, developing a strategy chart to identify routes of attaining project goals, attending Smoke-free Housing workgroup and Tobacco Education Coalition collaborative meetings and events, and participating in policy advancement and networking opportunities such as Capitol Information and Education Days and regional housing conferences.</p>	<p>2.a. Recruit 4-8 youth member advocates for YO! Mateo youth coalition.</p>	<p>9/30/11</p>	<p>List of youth/community member advocates full contact information, including demographic data, and location of recruitment</p>	<p>\$800 (\$100 per advocate)</p>
	<p>2.b. Provide tobacco youth advocacy training series of 6 hours of skill and knowledge development to Smoke-Free Housing Workgroup youth and 75% of staff.</p>	<p>11/30/13 3/31/14</p>	<p>Schedule of training series, training outlines, and evaluations from trainings Schedule of training series, training outlines, and evaluations from trainings</p>	<p>\$1,500 \$1,500</p>
	<p>2.c. Strategize with YO! Mateo which communities will be targeted for the smoke-free housing campaign. With the assistance of the Tobacco Prevention Program, go through a one-session strategic planning session to determine targets and tactics.</p>	<p>12/31/13</p>	<p>Completed Midwest Academy Strategy Chart</p>	<p>\$1,500</p>

	<p>2.d. Regularly attend and participate in Smoke-Free Housing Workgroup collaborative meetings (in person or by telephone). These meetings will be scheduled between every month to 6 weeks.</p>	6/30/14	Attendance as noted by Tobacco Prevention Program staff	\$1,000 (invoiced after 4 mtgs)
	<p>2.e. Attend 2 special events in FY 13-14 that will be appropriately budgeted for in an effort to increase visibility of the project and to inform decision makers about the project. One of the two special events must be selected from the following list: Capitol Information and Education Days (May event in Sacramento), Local Information and Education Days (October and Education Days (October local visit with legislators), or a local housing conference such as Housing Leadership Day (November event locally).</p>	<p>11/30/13</p> <p>6/15/14</p>	<p>Registration materials/confirmed visit appointment/verification of complete event attendance and agenda</p> <p>Registration materials/confirmed visit appointment/verification of complete event attendance and agenda</p>	<p>\$1,600</p> <p>\$1,600</p>
	<p>2.f. On a quarterly basis, YO! Mateo youth with support of YLI staff will utilize 1 social media outlet (smcsmokefreehousing.org or via TEC Facebook Page) to provide testimonial/blog on community engagement experience and campaign development. Entries will include photos of youth in action and YLI staff will work collaboratively with TPP to</p>	<p>9/30/13</p> <p>12/30/13</p> <p>3/30/14</p> <p>6/30/14</p>	<p>Print out of completed blog/testimonial (including url) with photo entry on appropriate social media platform</p>	<p>\$3500 (billed \$1000 per entry for the first three and \$500 for the last)</p>

	identify writing prompts.			
	<p>2.g. Prepare a final written 5-page report about all objectives in the project that addresses successful strategies, lessons learned, and the organization's ideas about how to further advance the work. Conduct a 10-minute presentation to the Tobacco Education Coalition describing the primary goals of project, outcomes, and highlights from written report.</p>	6/30/14	Final written report and PowerPoint presentation	\$2,500

<u>Objective 3</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>3. By May 30, 2014, youth and/or community members and staff will conduct one-on-one, 15 minute educational visits regarding smoke-free housing with any of the following or similar: local housing authorities, local property associations, community associations. The contact will be given an educational packet describing the benefits of jurisdiction wide smoke free multi-unit housing policies and steps that individuals can take to advance the policies.</p>	<p>3.a. Review property owner and associations contacts from TPP and conduct research to determine appropriate agencies to contact to set up presentations.</p>	<p>10/30/13</p> <p>4/30/14</p>	<p>List of contacted associations/organizations (minimum 10)</p> <p>List of contacted associations/organizations (minimum 10)</p>	<p>\$1,000</p> <p>\$1,000</p>
	<p>3.b. Develop talking points for educational visits and hold role-play sessions to practice before conducting visits.</p>	<p>10/31/13</p> <p>3/31/14</p>	<p>Talking points outline and sign-in of role-play</p> <p>Sign-in of role play and updated talking points</p>	<p>\$1,000</p> <p>\$1,000</p>
	<p>3.c. Conduct 3-5 educational visits requesting organizational backing in advocacy campaign.</p>	<p>9/30/13</p> <p>4/30/14</p>	<p>Meeting notes listing persons in attendance</p> <p>Meeting notes listing persons in attendance</p>	<p>\$5,000 (invoiced \$1,000 per mtg.)</p>

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.

Mona Carter

Name of 504 Person - Type or Print

Youth Leadership Institute

Name of Contractor(s) - Type or Print

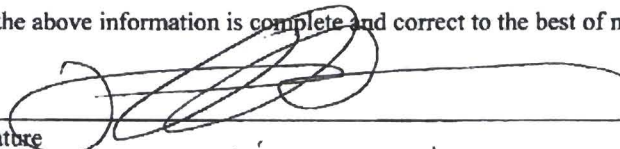
4 West 4th Avenue, Suite 207

Street Address or P.O. Box

San Mateo, CA 94402

City, State, Zip Code

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


Signature

Vice President of Program 5
Title of Authorized Official

11/1/13
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."