

FIRST AMENDMENT TO THE AGREEMENT WITH
ALLEN/LOEB ASSOCIATES FOR EVALUATION SERVICES

This Amendment, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and ALLEN/LOEB ASSOCIATES (hereinafter called "Contractor");

W I T N E S S E T H :

WHEREAS, on December 21, 1999, the parties hereto entered into a three-year Agreement for the furnishing of evaluation services by Contractor to County as set forth in that Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties to amend and clarify the Agreement;

NOW, THEREFORE, the Agreement is hereby amended to read as follows:

1. Change #1: Delete Paragraph 1. Exhibits and Attachments and insert the new Paragraph 1. to read as follows:

1. **Exhibits and Attachments**

Exhibit A:	Evaluation Services and Rates of Payment for those Services
Attachment 1:	Compliance with Section 504
Attachment 2:	Equal Benefits Compliance

2. Change #2: Delete Paragraph 3.A. Maximum Amount and insert the new Paragraph 3.A. to read as follows:

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FIFTY THREE THOUSAND DOLLARS (\$153,000) for the contract term:

County Fiscal Year	Portion of Total Contract Obligation Allocated
1999-2000	\$38,000
2000-2001	\$50,000
2001-2002	\$51,000
2002-2003	\$14,000

3. Change #3: Delete Paragraph 7. Non-Discrimination and insert the new Paragraph 7. to read as follows:

7. **Non-Discrimination.**

Contractor shall comply with the non-discrimination requirements described

below:

A. **Section 504 of the Rehabilitation Act of 1973.**

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. **Non-Discrimination - General.** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. **Non-Discrimination - Employment.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal opportunity employment policies shall be made available to County upon request.

D. Violation of the Non-Discrimination Provisions.

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph;
- b) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

4. Change #4: Delete Paragraph 9. Child Abuse Prevention, Reporting and Fingerprinting Requirements and insert the new Paragraph 9. to read as follows:

9. Child Abuse Prevention, Reporting and Fingerprinting Requirements.

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who work at the program and/or provide services under this Agreement and who have supervisory or disciplinary power over a minor or any person under his/her care (Penal Code 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting will be at County's sole discretion and Contractor's sole expense.

D. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E. Contractor will maintain, and make available to County upon request, a written certification for each individual employee, subcontractor, assignee, volunteer and any other person who works at the program and/or provides services under this agreement. Such certification shall state that the individual has been fingerprinted, that the results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact.

5. Change #5: Insert the new Paragraph 16. to read as follows:

16. **Equal Benefits Compliance.** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

6. Change #6: Insert in Exhibit A the new paragraph I.A.2.K. to read as follows:

K. Contractor will purchase and utilize the Statistical Package for Social Science (SPSS) software and utilize this software package to facilitate statistical reporting for the Government Performance and Results Act (GPRA) reporting.

7. Change #7: Delete Section II. in Exhibit A and insert in its place the new Section

II. to read as follows:

II. Rates of Payment

In full consideration of the services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the Agreement, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of Human Services or her designee:

A. County shall pay Contractor no more than the maximum contract obligation of ONE HUNDRED FIFTY-THREE THOUSAND DOLLARS (\$153,000) over the term of this 3 year agreement.

1. Payments will be made, according to the payment schedule below, upon receipt of Contractor's invoices for services accompanied by informational reports including work scope progress and time spent, and approval of same by the Alcohol and Drug Services Administrator. All payments are contingent upon Contractor's timely completion of services and reports described in Exhibit A to the satisfaction of the Alcohol and Drug Administrator.
2. Travel expense for one staff member to attend each required CSAT meeting will be reimbursed up to a total of two thousand dollars per County fiscal year, upon presentation by Contractor of Contractor's receipts for travel expenses:

Payment Schedule

COUNTY FISCAL YEAR	YEARLY	MONTHLY	TRAVEL REIMBURSEMENT	TIME FRAME
YEAR 1	\$38,000	\$4,000	\$2,000	10/1/99 - 6/30/2000
YEAR 2	\$50,000	\$4,000	\$2,000	7/1/2000 - 6/30/2001
YEAR 3	\$50,000	\$4,000	\$2,000	7/1/2001 - 6/30/2002
YEAR 4	\$14,000	\$4,000	\$2,000	7/1/2002 - 9/30/2002
TOTAL	\$152,000			36 MONTHS

3. In addition, County shall pay Contractor a maximum of ONE THOUSAND DOLLARS (\$1,000) in reimbursement for purchase of computer software required for use in the evaluation described in Exhibit A. Payment will be provided based on receipt and approval by the Alcohol and Drug Administrator of Contractor's invoice accompanied by receipts and an accounting of software purchased.
4. County shall have the right to withhold payment if County determines that the quantity, quality or timeliness of the work performed is unacceptable.

8. Change #8: Insert the new Attachment 2 : Equal Benefits Compliance Declaration

Form, attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of December 21, 1999 be amended accordingly.
2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.

4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of December 21, 1999 be amended accordingly.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

ALLEN/LOEB ASSOCIATES

Peter Loeb, Partner
Name, Title - Print

Peter Loeb
Signature

Date: 1/19/02

Contractor's Tax I.D. # 94-3002594

ATTACHMENT 2

**COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form**

I. Vendor Identification

Name of Contractor: Allen / Loeb Associates
Contact Person: Peter Loeb
Address: 411 Maritland Rd
Pacifica, CA
Phone Number: 415 648-2715 Fax Number: 415 401-0544

II. Employees

Does the Contractor have any employees? ___ Yes X No
Does the Contractor provide benefits to spouses of employees? ___ Yes X No

* If the answer to one or both of the above is no, please skip to Section IV.*

III. Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV. Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 14th day of January, 2002 at San Francisco
(City)

Peter Loeb
Signature

Partner
Title

Peter Loeb
Name (Please print)

94-3002594
Contractor Tax Identification Number

COUNTY OF SAN MATEO
MEMORANDUM

DATE: 12-6-01
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: Esther Lucas FAX: 802-6440 PONY: HSA202PE PHONE: 802-6432
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Allen/Loeb Associates

DOES THE CONTRACTOR TRAVEL AS PART OF THE CONTRACT SERVICES: NO

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Evaluation

COVERAGE	Amount	Approve	Waive	Modify
Comprehensive General Liability	_____	_____	X	_____
Motor Vehicle Liability	_____	_____	X	_____
Professional Liability	_____	_____	X	_____
Worker's Compensation	_____	_____	X	_____

REMARKS/COMMENTS: Please waive insurance requirements. This is an amendment. Ins. was waived on original agreement.

Priscilla Morse
Risk Management Signature Date