



**FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT
BETWEEN**

COUNTY OF SAN MATEO

AND

**YOUTH AND FAMILY ENRICHMENT SERVICES
FOR ALCOHOL & DRUG TREATMENT SERVICES**

For the period of

7/1/2005 to 6/30/2006

Contact Person: Rios, Denise
Telephone number: (650) 802-6424

FIRST AMENDMENT TO THE FEE FOR SERVICE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND YOUTH AND FAMILY ENRICHMENT SERVICES, TO INCREASE THE AGGREGATE AMOUNT FOR SB223 DRUG TESTING SERVICES

THIS AMENDMENT is entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Youth and Family Enrichment Services; hereinafter called "Contractor";

WITNESSETH:

WHEREAS, on 7/26/05, the parties hereto entered into Agreement #067463, for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement ("the Original Agreement"); and

WHEREAS, it is now the mutual desire and intent of the parties hereto to increase the aggregate payment amount of the Original Agreement as follows: SB223 from \$60,607 to \$100,607.

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

1. Section 3.A. Payments is hereby amended and restated in its entirety to read as follows:

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Exhibits and Attachments herein, the County shall pay all Contractors who provide Fee For Service alcohol and drug treatment services under this Agreement and all of the Agreements authorized collectively by a single resolution (or Amendment), a copy of which is attached hereto and incorporated by reference herein, an aggregate amount that shall not exceed:

1. TWO MILLION ONE HUNDRED FIFTY EIGHT THOUSAND DOLLARS (\$2,158,000) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A and Exhibit B for the contract term.
2. ONE HUNDRED THOUSAND SIX HUNDRED AND SEVEN DOLLARS (\$100,607) for SB223 funded drug testing services described in Exhibit C for the Contract term.

2. Section 15, Non-Discrimination and Other Requirements, Item G, Compliance with Contractor Employee Jury Service Ordinance, is hereby added as follows:
 "G. *Compliance with Contractor Employee Jury Service Ordinance.*
 Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service."

IT IS FURTHER AGREED BY THE PARTIES that:

1. The Fee For Service Agreement between the parties dated July 26, 2005, is amended as set forth herein.
2. This First 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 unless expressly deleted, modified, or otherwise superseded in this Amendment shall continue to be binding on all parties hereto.
4. This First Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement dated July 26, 2005 and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this First Amendment shall not be effective unless set forth in a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this Amendment regarding the modifications set forth above.

COUNTY OF SAN MATEO

By: _____

Jerry Hill
President, Board of Supervisors, San
Mateo County

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

**YOUTH AND FAMILY ENRICHMENT
SERVICES**

Robert Rybicki, Executive Director

Name, Title – Print

Date: _____