

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BREATHE CALIFORNIA: GOLDEN GATE PUBLIC HEALTH PARTNERSHIP**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Breathe California: Golden Gate Partnership, 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 for provision of program materials and technical assistance for tobacco cessation services on April 28, 2006; and

WHEREAS, the parties wish to amend the Agreement to add \$73,688 for a total obligation of \$116,413 to implement additional tobacco cessation services to residents in San Mateo County.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 – Payments is amended to read as follows:

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payments to Contractor in the manner specified herein and in Exhibit A. In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED THIRTEEN DOLLARS (\$116,413).

2. Original Exhibit A, Paragraph I, Section B is amended to read as follows:

B. Upon completion of the grant period, June 30, 2007, the Contractor will have provided tobacco cessation services for adults in San Mateo

County as follows:

- 1) Conduct provider outreach to at least 1,250 providers through community presentations, health fairs, and provider trainings. Specific focus for outreach will be conducted with providers that serve families with children 0-5.
- 2) Work with families, including parents of at least 170 children 0-5 years old to assist the parents in ceasing smoking, reducing tobacco use and/or adopting a smoke free environment.
- 3) Schedule 12 tobacco cessation classes in different geographic areas of San Mateo County, serving a total of at least 120 adults.
- 4) Pilot a curriculum based on a revised American Lung Association Freedom from Smoking curriculum in partnership with community-based organizations throughout San Mateo County.
- 5) Conduct program evaluation and quality assessment.

3. Original Exhibit A, Paragraph I, Section C is amended to read as follows:

C. The following are requirements of the Agreement and are designed to support the activities and services in this Agreement:

1. Activities are language, culture, and gender sensitive.
2. Contractor must participate in regular contact with program staff and programmatic meetings when needed, as determined by Health Policy, Planning, and Promotion staff.
3. During the Contract Period, Health Policy, Planning, and Promotion Staff and Contractor will work closely to ensure all program activities and services are accomplished.

4. Exhibit A, Paragraph I, Section D is added to read as follows:

D. Upon completion of the grant period, June 30, 2007, Health Policy, Planning, and Promotion staff will have:

1. Provided Contractor with training and technical assistance related to the unique aspects of providing tobacco cessation services to pregnant women and families with young children.
2. Coordinated outreach efforts in order to facilitate Contractor relationships with SFSF referral sources.
3. As needed, assisted with access to county facilities for group classes.
4. Served as liaison with program funders for reporting and accounting purposes.

5. Original Exhibit A, Paragraph II, Section D is amended to read as follows:

D. In any event, the total payment for services provided by the Contractor for the period January 1, 2006, through June 30, 2007, will not exceed ONE HUNDRED SIXTEEN THOUSAND, FOUR HUNDRED THIRTEEN DOLLARS (\$116,413).

6. All other terms and conditions of the agreement dated April 28, 2006, between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Breathe California: Golden Gate Public Health Partnership



Contractor's Signature

Date: April 12, 2007