

EXTENSION AND AMENDMENT
BETWEEN
FIRST 5 SAN MATEO COUNTY
AND
SAN MATEO COUNTY HEALTH DEPARTMENT
(WIC PROGRAM)

THIS EXTENSION AND AMENDMENT is effective as of June 30, 2007, by and between First 5 San Mateo County and San Mateo County Health Department to extend the term of their Agreement and increase the maximum amount of the Agreement.

RECITALS

- A. First 5 San Mateo County and San Mateo County Health Department entered into a 36-month Agreement effective July 1, 2004 through June 30, 2007, in the amount of \$738,120 regarding the WIC Program (the "Original Agreement").

Now therefore, it is hereby agreed by the parties that:

1. Paragraph # 2 of the Original Agreement is replaced in its entirety with the following:

Contract Term

The term of this Agreement shall be from July 1, 2004 to December 31, 2007, subject to the termination provisions noted in paragraph 7, and subject further to the provisions of paragraphs 3.C and 11, addressing post-December 31, 2007 activities. Contractor further agrees that the requirements of this Agreement pertaining to records in paragraph 8, and intellectual property in paragraph 9, including Exhibit D, shall survive the termination of this Agreement.

2. Paragraph # 3 of the Original Agreement is replaced in its entirety with the following:

Payments

- A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the Commission shall be obligated to pay for services rendered under this Agreement shall not exceed EIGHT HUNDRED TWO THOUSAND ONE HUNDRED TWENTY DOLLARS (\$802,120) for the term July 1, 2004 - December 31, 2007.

3. Paragraph # 11 of the Original Agreement is replaced in its entirety with the following:

Program Monitoring and Evaluation

Contractor shall track achievement of program objectives and the process and outcome measures for this project as they are described in the scope of work, as attached pursuant to this Agreement. Contractor shall cooperate with the Evaluation Staff of the Commission to aid in the evaluation process. Contractor shall collect client level data for each funded year and shall participate in a countywide and statewide evaluation of the

effectiveness of Proposition 10 efforts, whether it occurs during or after the term of this contract. Contractor shall submit reports as requested by the Executive Director or the Evaluation Staff, and comply with reports as required in the Program Handbook, which include the following:

1. A draft evaluation plan within 31 days of the effective date of the Original Agreement, thereby being due August 31, 2004, or as agreed upon by the Executive Director, after consultation with the Chair of the Commission.
2. A semi-annual and year-end progress report due each funded year. Reporting that will occur between July 1, 2006 – December 31, 2007 will include the following:
 - A progress report for the period January 1, 2007 - June 30, 2007 due July 31, 2007
 - Client Data for the period July 1, 2006 - June 30, 2007 due July 31, 2007
 - A progress report for July 1, 2007 - December 31, 2007 due January 31, 2008
 - Client Data for the period July 1, 2007 - December 31, 2007 due January 31, 2008
3. A comprehensive evaluation report for the period July 1, 2004 - June 30, 2007 due by August 31, 2007.
4. In the last line of the first paragraph of Exhibit A in the Original Agreement, the date "June 30, 2007" is deleted and replaced with "December 31, 2007."
5. Exhibit B is replaced in it's entirety with Exhibit B-1, attached hereto. All references to "Exhibit B" in the Original Agreement are hereby revised to refer to "Exhibit B-1."
6. Except as modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

**SAN MATEO COUNTY HEALTH
DEPARTMENT (WIC PROGRAM)**

Rose Jacobs Gibson

President, San Mateo County Board of
Supervisors

Signature

Date

FIRST 5 SAN MATEO COUNTY

Harvey Kaplan, M.D.
Chair of Commission

Date

EXHIBIT B-1

PAYMENTS

Pursuant to the Agreement for Services between First 5 San Mateo County and San Mateo County Health Department, entered into on July 1, 2004, the Commission shall pay Contractor, as described more fully in Contractor's approved annual budget and budget narrative. The amount that the Commission shall be obligated to pay for services rendered under this Agreement shall not exceed \$802,120 for the contract term, July 1, 2004 – December 31, 2007.

It is understood and agreed that Contractor will submit by June 15th, an updated budget for each year, and receive approval from the Executive Director of the Commission or his/her designee, after consultation with the Chair of the Commission, prior to commencing the succeeding year. It is anticipated that the budget will be amended, with approval of the Executive Director of the Commission or his/her designee, upon review of the prior year's progress reports; however, there shall be no change in the maximum amount payable under this Agreement.

1. In the first year of the Agreement, the Commission shall pay Contractor based on a 60/40 formula whereby in the first year, 60% of the Maximum Annual Award shall be released to the Contractor upon approval and execution of the contract. After a review and approval of the Contractor's Semi-Annual Progress Report, 40% of the Maximum Annual Award shall be released.

In the second year of the Agreement, 60% of the Maximum Annual Award shall be released after a review and approval of the Contractor's first year Year-End Progress Report. After a review and approval of the Contractor's Semi-Annual Progress Report, 40% of the Maximum Annual Award shall be released.

Commission shall pay Contractor 25% of the Maximum Annual Amount for Year 3 after a review and approval of the Contractor's second year Year-End Progress Report. Thereafter, the Commission shall reimburse Contractor for services provided not to exceed the Maximum Contract Award, whereby the Contractor shall submit quarterly invoices to the Commission. After review and approval of the Contractor's quarterly invoice, Contractor shall be reimbursed for services provided.

At the end of the contract term, the Commission will conduct a 'contract closeout' which includes a reconciliation of all Commission payments and contractor expenditures. Any balance due to the Contractor will be paid by the Commission upon completion of the contract closeout process. In the event the reconciliation reveals that the Contractor was paid an amount in excess of the amount owed by the Commission, the Contractor will refund this amount upon notification from the Commission.

Under no circumstances, shall total payments from the Commission to the Contractor exceed the Maximum Amount of the Agreement.

Guidelines for progress reports, program expenditure reporting, and reimbursement for services will be provided by Commission staff and shall include a descriptive narrative, tracking of the approved timeline and work plan (scope of work), and a detailed financial accounting of all grant funds spent in comparison with the approved budget.

2. Payment shall be conditioned on the performance of the services described in the Exhibit A of the Original Agreement to the full satisfaction of the Executive Director, on behalf of First 5 San Mateo County.
3. The amount that the Commission shall be obligated to pay for services rendered under this Agreement shall not exceed \$802,120 for the contract term, July 1, 2004 – December 31, 2007.

4. Payment is contingent upon satisfactory performance, appropriate grant management, and timely reporting.
5. Contractor shall expend funds received, in accordance with their approved budget and budget narrative, not to exceed the maximum amount payable under this Agreement.