

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE**

THIS FIRST AMENDMENT is entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Daly City Peninsula Partnership Collaborative, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, on February 2, 2010, the parties hereto under Agreement 61000-10-D028 entered into an agreement, (the "Original Agreement"), for the furnishing of alcohol and drug prevention services by Contractor to County as set forth in that Agreement; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Original Agreement to increase funding in the amount of \$201,000, for a new maximum obligation of \$226,000, for alcohol and other drug prevention and mental health services, and extend the term date to January 1, 2010 through June 30, 2011.

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

1. Section 2 Contract term is hereby amended and restated in its entirety to read as follows:
 2. **Contract Term** The term of this Agreement shall be from January 1, 2010 to June 30, 2011 unless terminated earlier by the County.
2. Section 3 Payments is hereby amended and restated in its entirety to read as follows:
 3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. 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 total payment for services under this Agreement exceed TWO HUNDRED TWENTY-SIX THOUSAND DOLLARS (\$226,000).
3. Exhibit A – Description of Services is hereby deleted in its entirety and replaced with Exhibit A1, attached hereto.
4. Exhibit B – Amount and Method of Payment, is hereby incorporated hereto.

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

1. The Original Agreement between the parties dated February 2, 2010, 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 First Amendment shall continue to be binding on all parties hereto.

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 February 2, 2010, 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 First Amendment.

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE

Name, Title

Signature

Date: _____

EXHIBIT A1 – DESCRIPTION OF SERVICES
DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE

Contractor will provide the following alcohol and drug prevention services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

A. Community – Based Partnership:

1. Contractor will maintain and build upon key community capacity foundations initiated during the planning period to establish a vibrant, active, sustainable, community-driven Bayshore Community-based Prevention Partnership (BCPP) that will work collaboratively to implement AOD prevention in the Bayshore neighborhood of East Daly City, which is the overall goal set forth in the BCPP six month work plan.
 - a. Failure to complete the deliverables included in the approved six month work plan to the satisfaction of the AOD administrator or designee by June 30, 2010 will result in withholding of further payment under this Agreement and may result in termination of this Agreement.
2. Contractor will build upon the progress of the BCPP in order to implement the FY 2010- 11 annual implementation work plan from July 1, 2010 through June 30, 2011. The BCPP FY 2010-11 annual implementation work plan must be submitted to the AOD program monitor and approved by the AOD administrator or designee prior to June 30, 2010.
3. Contractor will facilitate, document, and complete the activities and actions necessary to accomplish the deliverables outlined in the BCPP six-month and annual work plans.

B. Administrative and Reporting Requirements:

1. General administrative, fiscal and reporting responsibilities for contracts providing alcohol and drug prevention services are included in the AOD Policy and Procedure Manual.
2. Contractor shall maintain documentation of all activities implemented in accordance with the Prevention Work Plan and the California Outcomes Measurement Service for prevention (CalOMS Pv) reporting requirements.

Contractor shall ensure that documentation is available to the AOD program Analyst and Community partners.

3. The implementation work plan is an evolving and developing document. Any changes to the work plan and/or budget may be negotiated collaboratively and are subject to approval by the AOD administrator or designee.

C. Health Policy and Planning Requirements:

1. Identify community health issues of concern to members of the Daly City community and bring them to the attention to the Health System through the Contractor's operating and coordinating committee structures.
2. Incorporate feedback from the Health System, offered through participation in the operating and coordinating committees, into community planning and collaboration efforts serving the Daly City community.
3. Serve as a link to the Daly City community for efforts sponsored by the Health System.
4. Work in partnership with the Health System on health issues affecting the Daly City community.

EXHIBIT B – AMOUNT AND METHOD OF PAYMENT
DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE

In full consideration of satisfactory services provided by Contractor, County shall pay Contractor as follows:

The maximum obligation under this Agreement is TWO HUNDRED TWENTY-SIX THOUSAND DOLLARS (\$226,000).

I. ALCOHOL AND OTHER DRUG PREVENTION SERVICES MAXIMUM AMOUNT AND PAYMENTS

For Alcohol and other Drug Prevention Services Contractor will be paid as follows:

January 1, 2010 through March 30, 2010

	Funding Amount	Payment Amount	Release of Payment
NRC Funded Prevention (community-based partnership)	\$25,000	\$12,500	Two Payments

April 1, 2010 – June 30, 2010

	Funding Amount	Payment Amount	Release of Payment
NRC Funded Prevention (community-based partnership)	\$51,000	\$17,000	Three Monthly Payments

July 1, 2010 – June 30, 2011

	Funding Amount	Payment Amount	Release of Payment
NRC Funded Prevention (community-based partnership)	\$125,000	\$10,416.67	Twelve Monthly Payments

Payment shall be conditioned on the performance of the services described in Exhibit A1. above, which shall be to the full satisfaction of the Director of Behavioral Health and Recovery Services or designee. Payment will be made within 30 days after receipt of timely submission of required reports, as outlined in the AOD Policy and Procedure Manual.

II. HEALTH POLICY AND PLANNING MAXIMUM AMOUNT AND PAYMENTS

For Health Policy and Planning services described in Paragraph C. of Exhibit A1, County shall pay Contractor an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000). Payment for these services shall be made effective July 1, 2010, in twelve monthly installments in the amount of \$2,083.33.

IV. County anticipates the receipt of revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should planned or actual revenues be less than the amounts anticipated at the time of the signing 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.

V. Required Fiscal Documentation

1. Contractor's annual budget and line item narrative justification covering all contracted services under this Agreement are subject to review and approval by the San Mateo County AOD Services Program Analyst.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Manual.

VI. Amendment to the Agreement Authorization

The Chief of the Health System 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.

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Daly City Peninsula Partnership Collaborative	Phone:	(415) 294-2621
Contact Person:	Paul Chang	Fax:	(650) 992-2362
Address:	111 Lake Merced Blvd., Daly City, CA 94015		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ___ (date) and expires on ___ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ___ (date) and expires on ___ (date), and intends to comply when the collective bargaining agreement expires.

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.

Signature

Name

Date

Title