

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BREATHE CALIFORNIA**

THIS AMENDMENT TO THE AGREEMENT, entered into this first day of July, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BREATHE CALIFORNIA, 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 tobacco cessation services, public education campaign on the impacts of secondhand smoke in housing for the term July 1, 2013 through June 30, 2014; and educate parents, childcare providers and healthcare providers in the identification and management of asthma for children age 5 and under, develop a team of trainers who can provide asthma education, and raise the visibility of the Asthma Coalition, for the term of July 1, 2013 through June 30, 2015.

WHEREAS, the parties wish to amend the Agreement to extend the term to July 1, 2013 through June 30, 2016.

WHEREAS, the parties wish to amend the Agreement to increase the amount of the Agreement by 3% in the amount of \$690.00 for the public education campaign on the impacts of secondhand smoke in housing; and increase the amount of the Agreement by 3% in the amount of \$1,200.00 for tobacco cessation services; and increase the amount of the Agreement by 3% in the amount of \$2,078.60 to educate parents, childcare providers and healthcare providers in the identification and management of asthma for children age 5 and under for services performed during the period January 1, 2014 through June 30, 2015. The increase reflects the 3% COLA proposed by the Board of Supervisors and implemented January 1, 2014.

WHEREAS, the parties wish to amend the Agreement to include additional services to the public education campaign on the impacts of secondhand smoke in housing provided July 1, 2014 through June 30, 2016 and increase the amount of the Agreement by \$82,400.00;

WHEREAS, the parties wish to amend the Agreement to include additional tobacco cessation services provided July 1, 2014 through June 30, 2016 and increase the amount of the Agreement by \$164,800.00;

WHEREAS, the parties wish to amend the Agreement to include additional supportive activities and be active members in the Pharmacy Workgroup provided July 1, 2014 through June 30, 2016 and increase the amount of the Agreement by \$5,000.00;

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

1. Section 1 of the agreement is amended to read as follows:

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit B-1 —Payments and Rates
Attachment A, A-1, B, B-1, C and D —Services
Attachment H—HIPAA Business Associate Requirements
Attachment I—§ 504 Compliance

2. Section 2 of the agreement is amended to read as follows:

In consideration of the payments set forth herein and in Exhibit B-1, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Attachments A, A-1, B, B-1, C and D.

3. Section 3 of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Attachments A, A-1, B, B-1, C and D, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B-1. 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 County's total fiscal obligation under this Agreement exceed FOUR HUNDRED SEVENTY FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS AND SIXTY CENTS (\$474,550.60).

4. Section 4 of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2013 through June 30, 2016.

5. Attachment A1, Smoke Free MUH Policy Project for the term July 1, 2014 to June 30, 2016, is added.

Attachment B1, Tobacco Cessation Services for the term July 1, 2014 to June 30, 2016, is added.

Attachment D, Tobacco Free Pharmacy for the term July 1, 2014 to June 30, 2016, is added.

- 6. All other terms and conditions of the agreement dated September 10, 2013, 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

[Contractor name here]

Breathe California
Linda Civitello

Contractor's Signature

Date: 8/8/14

Exhibit B-1

In consideration of the services provided by Contractor in Attachments A, A-1, B, B-1 C, and D and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

I. Smoke Free MUH Policy Project (July 1, 2013 – June 30, 2014)

- A. Contractor will provide services described in column labeled "Major Activities" in Attachment A by the date listed in the column labeled "Completion Date".
- B. Contractor will invoice County per amount described in the column labeled "Payment" in Attachment A upon completion of each major activity, and County will remit payment.
- C. Contractor may invoice County an additional 3% for "Major Activities" in Attachment A provided between January 1, 2014 and June 30, 2014 not to exceed SIX HUNDRED NINETY DOLLARS (\$690.00). This 3% increase reflects the 3% COLA proposed by the Board of Supervisors and implemented January 1, 2014.
- D. The maximum amount to be paid to Contractor for services in Attachment A is FORTY SIX THOUSAND SIX HUNDRED NINETY DOLLARS (\$46,690).

II. Smoke Free MUH Policy Project (July 1, 2014 – June 30, 2016)

- A. Contractor will provide services described in column labeled "Major Activities" in Attachment A-1 by the date listed in the column labeled "Completion Date".
- B. Contractor will invoice County per amount described in the column labeled "Payment" in Attachment A-1 upon completion of each major activity, and County will remit payment.
- C. The maximum amount to be paid to Contractor for services in Attachment A-1 is EIGHTY TWO THOUSAND FOUR HUNDRED DOLLARS (\$82,400).

III. Tobacco Cessation Services (July 1, 2013 – June 30, 2014)

- A. Contractor will provide services described in columns labeled "Major Activities" in Attachment B by the date listed in the column labeled "Completion Date".
- B. Contractor will invoice County per amount described in the columns labeled "Payment" in Attachment B upon completion of each major activity, and County will remit payment.
- C. Contractor may invoice County an additional 3% for "Major Activities" in Attachment B provided between January 1, 2014 and June 30, 2014 not to exceed ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200). This 3% increase reflects the 3% COLA proposed by the Board of Supervisors and implemented January 1, 2014.
- D. The maximum amount to be paid to Contractor for services in Attachment B is EIGHTY ONE THOUSAND TWO HUNDRED DOLLARS (\$81,200).

IV. Tobacco Cessation Services (July 1, 2014 – June 30, 2016)

- A. Contractor will provide services described in columns labeled "Major Activities" in Attachment B-1 by the date listed in the column labeled "Completion Date".
- B. Contractor will invoice County per amount described in the columns labeled "Payment" in Attachment B-1 upon completion of each major activity, and County will remit payment.
- C. The maximum amount to be paid to Contractor for services in Attachment B-1 is ONE HUNDRED SIXTY FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$164,800).

**V. Collaboration for Children's Asthma Management and Prevention
(July 1, 2013 - June 30, 2015)**

- A. Contractor will provide services described in Attachment C by the dates listed.
- B. Contractor will invoice County quarterly actual costs incurred for salaries, benefits, operating expenses and indirect costs during the quarter. The invoice due dates are as follows:

| | |
|--------------------|--------------------|
| September 30, 2013 | September 30, 2014 |
| December 31, 2013 | December 31, 2014 |
| March 31, 2014 | March 31, 2015 |
| June 30, 2014 | June 30, 2015 |

- C. Contractor may invoice County an additional 3% for services described in Attachment C provided between January 1, 2014 and June 30, 2015 not to exceed TWO THOUSAND SEVENTY EIGHT DOLLARS AND SIXTY CENTS (\$2,078.60). This 3% increase reflects the 3% COLA proposed by the Board of Supervisors and implemented January 1, 2014.
- D. The maximum amount to be paid to Contractor for services in Attachment C is NINETY FOUR THOUSAND FOUR HUNDRED SIXTY AND SIXTY CENTS (\$94,460.60).
- E. The maximum amount to be paid to Contractor for services rendered shall not exceed THREE HUNDRED FOUR THOUSAND SEVEN HUNDRED FIFTY AND SIXTY CENTS (\$304,750.60) for the Agreement term.

VI. Tobacco Free Pharmacy (July 1, 2014 – June 30, 2016)

- A. Contractor will provide services described in columns labeled "Major Activities" in Attachment D by the date listed in the column labeled "Completion Date".
- B. Contractor will invoice County per amount described in the columns labeled "Payment" in Attachment D upon completion of each major activity, and County will remit payment.
- C. The maximum amount to be paid to Contractor for services in Attachment D is FIVE THOUSAND DOLLARS (\$5,000).

