

**AMENDMENT IV TO AGREEMENT**

THIS AMENDMENT, hereinafter referred to as Amendment IV, is made and entered into this 15<sup>th</sup> day of December, 2015, by and between **COUNTY OF FRESNO**, a Political Subdivision of the State of California, Fresno, California, hereinafter referred to as “COUNTY”, and **CALIFORNIA HEALTH COLLABORATIVE** whose remit to address is 1680 West Shaw Avenue, Fresno, CA 93711, hereinafter referred to as “**CONTRACTOR**” (collectively the “parties”).

WHEREAS, the parties entered into that certain Agreement No.11-506, effective August 9, 2011, as amended by Amendment I, effective March 27, 2012, Amendment II, effective October 28, 2014, Amendment III, effective June 16, 2015 collectively referred to as the “Agreement”; and

WHEREAS CONTRACTOR agreed to provide alcohol and other drug (AOD) prevention services to reduce marijuana use among targeted high use youth and young adults in Fresno County; and

WHEREAS, the parties desire to amend the Agreement in order to provide sufficient time for the Request for Proposal bid process to be completed.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree to as follows:

1. That Section Two (2) of the Agreement, entitled TERM, and found on Page Two (2), beginning on Line Twenty-four (24) with the number “2” shall be deleted in its entirety and the following inserted in its place:

“2. **TERM**

This Agreement shall become effective upon execution by all parties and shall terminate on the 30th day of June 2016.”

2. That Section Four (4) of the Agreement, entitled COMPENSATION and found on Page Four (4) beginning on Line One (1) with the number “4” and ending on Page Four (4), Line Twelve

1 (12) with the word "CONTRACTOR" shall be deleted and the following inserted in its place:

2 "4. **COMPENSATION**

3 A. For actual services provided as identified in the terms and conditions of  
4 this Agreement and Exhibits A and A-1, COUNTY agrees to pay CONTRACTOR and  
5 CONTRACTOR agrees to receive compensation as identified in Exhibit B-1 and Revised Exhibit B-2,  
6 "Budget," attached hereto and by this reference incorporated herein, contingent upon confirmation of  
7 funding.

8 For the period upon execution by all parties through June 30, 2012, in no  
9 event shall actual services performed be in excess of Three Hundred Forty Thousand and No/100  
10 Dollars (\$340,000.00), as identified in Exhibit B-1. For each twelve (12) month renewal period  
11 thereafter (July 1, 2012-June 30, 2013; July 1, 2013-June 30, 2014; and July 1, 2014-June 30, 2015), in  
12 no event shall actual services performed be in excess of Three Hundred Forty Thousand and No/100  
13 Dollars (\$340,000.00), as identified in Exhibit B-1. For the period of July 1, 2015 through June 30,  
14 2016, in no event shall actual services performed be in excess of Three Hundred Forty Thousand and  
15 No/100 Dollars (\$340,000), as identified in Revised Exhibit B-2 of this agreement, attached hereto and  
16 incorporated by reference herein. It is understood that all expenses incidental to CONTRACTOR's  
17 performance of services under this Agreement shall be borne by CONTRACTOR. "

18 COUNTY and CONTRACTOR agree that this Amendment IV is sufficient to amend the  
19 Agreement #11-506, Amendment I #11-506-1, Amendment II #11-506-2, Amendment III #11-506-3,  
20 and, that upon execution of this Amendment, the Agreement, Amendment I, Amendment II,  
21 Amendment III, and Amendment IV together shall be considered the Agreement.

22 The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants,  
23 conditions and promises contained in the Agreement and not amended herein shall remain in full force  
24 and effect.

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment IV to the Agreement of  
2 the day and year first hereinabove written.

3 ATTEST:

4 CALIFORNIA HEALTH COLLABORATIVE

COUNTY OF FRESNO

5 By: Stephen Romine

By: Deborah A. Poochigian  
DEBORAH A. POOCHIGIAN, Chairman  
Board of Supervisors

6 Print Name: Stephen Romine

Date: December 15, 2015

8 Title: CEO / President  
Chairman, President or Vice President

10 Date: 11/4/2015

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

11 By: Aida Vareldjian

By: Susan Bishop

12 Print Name: Aida Vareldjian

Date: December 15, 2015

14 Title: Accounting Manager  
Secretary (of Corporation), Assistant Secretary,  
Chief Financial Officer or Assistant Treasurer

**PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED**

15 Date: 11/4/2015

18 Mailing Address:  
1680 W. Shaw Avenue  
19 Fresno, CA 93721  
Contact: Executive Director

1 APPROVED AS TO ACCOUNTING FORM:  
2 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/  
3 TREASURER-TAX COLLECTOR

4 By: 

6 APPROVED AS TO LEGAL FORM:  
7 COUNTY COUNSEL  
8 DANIEL C. CEDERBORG

9 By: 

11 REVIEWED AND RECOMMENDED FOR  
12 APPROVAL:

13  
14 By:   
15 Dawan Utecht, Director  
16 Department of Behavioral Health

17 Fund/Subclass: 0001/10000

18 Organization:  
19 56302081

20 Account/Program: 7294/0

21 jc

# COST PROPOSAL - SECTION III

VENDOR NAME: CHC - PATH

FY 2015-16

If bilingual indicate what language

**PERSONNEL TITLE/DESCRIPTION**

PERSONNEL TITLE/DESCRIPTION	If bilingual indicate what language	Hourly Wage	Monthly Salary	Yearly Salary	FTE %
101 Director	Spanish	\$ 5,850.00	\$ 70,200.00	\$ 70,200.00	10%
102 Program Manager	Spanish	\$ 5,250.00	\$ 63,000.00	\$ 63,000.00	20%
103 Program Coordinator	Spanish	\$ 3,419.00	\$ 41,028.00	\$ 41,028.00	100%
104 Outreach Specialist	Spanish	\$ 3,004.00	\$ 36,048.00	\$ 36,048.00	100%
105 Outreach Specialist	Spanish	\$ 2,858.00	\$ 34,296.00	\$ 34,296.00	100%
106 Outreach Specialist	Spanish	\$ 2,723.00	\$ 32,676.00	\$ 32,676.00	100%
107					
108					
109					
110					
111					
112					
113					

**TOTAL SALARIES**

**\$ 163,668**

**PAYROLL TAX & BENEFITS**

Please identify the % amounts for each line item as applicable

Item	Tax %
151 FICA/OASDI	7.65%
152 State Unemployment - SUI	1.01%
153 State Disability - SDI	
154 Worker's Compensation	1.10%
155 Medical/Health Benefits	11.47%
156 Dental Benefits	1.00%
157 Vision Benefits	0.60%
158 Retirement Benefits	4.82%
159 Other Benefits (Please specify)	
160 Life Insurance	0.38%
161	
<b>TOTAL BENEFITS</b>	<b>28.03%</b>

**TOTAL SALARIES & BENEFITS**

**\$ 209,545**

**OPERATIONAL EXPENSES**

201 Communications	\$ 11,752
202 Contracted Services	\$ 6,000
203 Dues & Subscriptions	\$ -

**COST PROPOSAL - SECTION III**

**VENDOR NAME: CHC - PATH**

	<b>FY 2015-16</b>
204 Employee Clearance/Licensing	200
205 Employee Travel & Per Diem	10,323
206 Employee Training	3,907
207 Equipment	-
208 Equipment Maintenance	1,500
209 Facilities Maintenance	
210 Food	1,300
211 Office Supplies	3,000
212 Postage	861
213 Printing	8,500
214 Recruitment	
215 Translation	
216 Transportation (Mileage)	
Furniture & Equipment	
217 Maintenance	
Miscellaneous (please provide	
detail)	
219 Rent and Utilities	12,255
220 Copier Rental	
221 Transportation (Mobile Unit)	2,000
222	
<b>Subtotal</b>	<b>\$ 61,598</b>
<b>FINANCIAL SERVICES EXPENSES</b>	
Administrative Overhead (cannot exceed 15% of proposed maximum compensation)	14,782
301	
302 Legal & Audit Expense	740
303 Commercial Liability	444
304 Automobile Liability	
305 Legal Notices/Advertising	
306 Other Insurance (please specify)	
307 Accounting/Bookkeeping	28,382
308	
<b>Subtotal</b>	<b>\$ 44,348</b>
<b>DIRECT PREVENTION SERVICES</b>	
401 Program Expenses - Incentives	5,000
402 Program Expenses - Food	3,012

**COST PROPOSAL - SECTION III**

**VENDOR NAME: CHC - PATH**

	FY 2015-16
403 Program Expenses - Educational	
Program Expenses - Other (Media	
404 Placement)	\$ 3,000
Program Expenses - Other	
405 (Promotional Items)	\$ 8,500
Program Expenses - Other (Facility	
406 Fees)	\$ 5,000
407 Parent Training	
408 Publications	\$ -
409 Translation	
410 Transportation (Participant)	\$ 2,200
411 Youth Activities	\$ 8,000
Partner subcontracts (see attached	
412 MOU's)	\$ -
413	
<b>Subtotal</b>	<b>\$ 34,712</b>
Salaries & Benefits	\$ 209,545
Operational	\$ 61,598
Financial Services	\$ 44,348
Direct Prevention Services	\$ 34,712
<b>TOTAL EXPENSES</b>	<b>\$ 350,203</b>
<b>REQUEST FOR ONE TIME</b>	
<b>ADVANCE FOR START UP</b>	
501 COSTS	
<b>BIDDERS MATCH</b>	
3120 Grants	
3130 Private Donations	
Other (Specify) - California Health	
3140 Collaborative General Budget	10,203.00
<b>NET PROGRAM BUDGET</b>	<b>\$ 340,000.00</b>

**COST PROPOSAL JUSTIFICATION - SECTION III**

**VENDOR NAME: CHC - PATH**

PERSONNEL TITLE/DESCRIPTION		JUSTIFICATION
100	Director of Program Services, 0.10 FTE	Director of Program Services at .15 FTE; Responsible for providing overall oversight and administrative support to the program. Coordinates with the Program Manager to ensure that established policies and guidelines in the part of Fresno county DBH and the California Health Collaborative are adhered to. Supports the program in achieving compliance with all contractual and reporting obligations. Annual 3% cost of living (COL) increase included in subsequent years.
101	Program Manager, \$ 63,000 annual at 0.20 FTE	Program Manager at .2 FTE; Responsible for overall program management including supervision of staff, tracking and approving budget expenditures, designing program materials and outreach, working with Evaluation Consultant on evaluation design and data collection, recruiting, and convening all Advisory Board meetings including Strategic Planning Summits, writing and submitting progress and other reports, and participating in required and other trainings. Bilingual in Spanish preferred. Annual 3% COL increase included in subsequent years. Increase Program Manager Salary to \$46,200 due to the expansion of scope of work and additional staff management.
102	Program Coordinator, \$ 41,205 annual at 1.0 FTE	Program Coordinator at 1.0 FTE; Designated as lead for Outreach Specialist and responsible for ensuring that community and school-based outreach and media advocacy, recruiting and coordinating pharmacy and healthcare provider component, networking with community organizations and partners, supervising youth-led social networking project, participating in all required recommended trainings, assisting with data collection, and other duties as required. Bilingual in Spanish preferred. Annual 3% COL increase included in subsequent years.
103	Outreach Specialist; \$ 16.00/hr - \$ 18.55/hr at 1.0 FTE (40 hrs/week)	Outreach Specialist at 1.0 FTE; Responsible for conducting all community and school-based outreach and media advocacy, recruiting and coordinating pharmacy and healthcare provider component, networking with community organizations and partners, supervising youth-led social networking project, participating in all required recommended trainings, assisting with data collection, and other duties as required. Bilingual in Hmong preferred. Annual 3% COL increase included in subsequent years
104	Outreach Specialist; \$ 16.00/hr - \$ 18.55/hr at 1.0 FTE (40 hrs/week)	Outreach Specialist at 1.0 FTE; Responsible for conducting all community and school-based outreach and media advocacy, recruiting and coordinating pharmacy and healthcare provider component, networking with community organizations and partners, supervising youth-led social networking project, participating in all required recommended trainings, assisting with data collection, and other duties as required. Bilingual in Hmong preferred. Annual 3% COL increase included in subsequent years
105	Outreach Specialist; \$ 16.00/hr - \$ 18.55/hr at 1.0 FTE (40 hrs/week)	Outreach Specialist at 1.0 FTE; Responsible for conducting all community and school-based outreach and media advocacy, recruiting and coordinating pharmacy and healthcare provider component, networking with community organizations and partners, supervising youth-led social networking project, participating in all required recommended trainings, assisting with data collection, and other duties as required. Bilingual preferred. Annual 3% COL increase included in subsequent years
<b>TOTAL SALARIES:</b>		\$163,668.00
<b>PAYROLL TAX &amp; BENEFITS</b>		<b>JUSTIFICATION</b>
151	FICA/OASDI	FICA/OASDI are calculated at 7.65% of personnel salaries
152	State Unemployment - SUI	SUI calculated at 1.01% of personnel salaries
153	State Disability - SDI	
154	Medical/Health Benefits	
155	Dental Benefits	\$18,773
156	Vision Benefits	\$1,637
157	Retirement Benefits	\$982
158	Other Benefits (Please specify)	\$7,889
159	Worker's Compensation	
160	TOTAL BENEFITS	\$45,877
161	TOTAL SALARIES& BENEFITS	\$209,545
<b>OPERATIONAL EXPENSES</b>		<b>JUSTIFICATION</b>
201	Communications	Telephone, cell phone and data/messaging plan, and FAX expense is estimated at \$11,752 for the year
202	Contracted Services	Consultant related costs related to implementing iPATH Campaign at a college/university and implementation of the Reality Tour evidence-based program at 1-2 schools/communities in the county.
203	Dues & Subscriptions	There are no dues / subscriptions anticipated
204	Employee Clearance/Licensing	Employee license costs are anticipated at \$200

**COST PROPOSAL JUSTIFICATION - SECTION III**

**VENDOR NAME: CHC - PATH**

205	Employee Travel & Per Diem	Travel and per diem is included for Program Manager and/or Outreach Specialists to attend one training provided by the State Dept of Alcohol and Drug Programs, as needed and up to two additional trainings per year on prescription drug abuse, teen addiction, community norms change, etc. Annual travel and per diem expenses are based on travel to/from Sacramento, CA. Costs related to other travel that support program activities including additional AOD and youth development training. Estimated at \$10,323.
206	Employee Training	Training expense is included for Program Manager and/or Outreach Specialists to attend one training provided by the State Dept of Alcohol and Drug Programs as required in Year One, and up to two additional trainings per year on prescription drug abuse, teen addiction, community norms change, etc. Training expense budgeted at \$3,907
207	Equipment	Equipment purchased/upgraded in previous fiscal year(s)
208	Equipment Maintenance	Equipment maintenance is the program's share of computer networking and IT assistance. Expense is estimated at \$1500
209	Facilities Maintenance	There are no facilities maintenance expenses
210	Food	Light refreshments will be provided at quarterly Workgroup meetings and strategic planning meeting. Refreshments/food costs are estimated at \$1300
211	Office Supplies	Office supplies include items such as paper, pens, pencils, clip boards for data collection, name tags, etc. Office supplies are estimated at \$3,000
212	Postage	Postage is required for the mailing out of notices to Advisory Board member and collaborating partners, schools and pharmacies, reports and general correspondence. Postage is estimated at 163 pieces/month x \$ .44/piece x 12 months
213	Printing	Printing expense includes the design and production of program posters and adjunct materials for pharmacy component, and program materials for community and school-based activities estimated at \$8500. Printing also includes the routine in-office duplicating of reports, data instruments, flyers, etc.
214	Recruitment	There are no recruitment expenses anticipated
215	Translation	No translation related expenses anticipated
216	Transportation (Mileage)	No transportation cost anticipated
217	Furniture & Equipment Maintenance	All furniture such as desks, chairs, telephones, etc. will be provided in-kind by the California Health Collaborative
218	Miscellaneous (please provide detail)	Office space for staff and meeting space for Workgroup meetings are estimated to be \$12,255, which includes utilities and janitorial service
219	Office Rent	
221	Transportation (Mobile Unit)	Mobile Unit estimated costs are \$2000 for the twelve month period.
	Subtotal	\$61,598.00
	<b>FINANCIAL SERVICES EXPENSES</b>	<b>JUSTIFICATION</b>
301	Administrative Overhead (cannot exceed 15% of proposed maximum compensation)	Administrative overhead includes the oversight of the Executive Director and Chief Financial Officer
302	Legal & Audit Expense	Legal and annual audit
303	Commercial Liability	Commercial liability insurance
304	Automobile Liability	Personal automobile liability is the responsibility of and required by all Collaborative employees and not charged to programs.
305	Legal Notices/Advertising	There are no legal notices or advertising expense anticipated.
306	Other Insurance (please specify)	
307	Accounting/Bookkeeping	Accounting and bookkeeping expenses are conducted in-house
308		

