

THIRD AMENDMENT TO AGREEMENT

Tulare County Agreement Number 22004 is amended on _____, between the **COUNTY OF TULARE**, hereinafter referred to as "COUNTY" and **TULARE COUNTY SUPERINTENDENT OF SCHOOLS**, hereinafter referred to as 'CONTRACTOR' with reference to the following:

A. The COUNTY and CONTRACTOR entered into the Agreement No. 22004, on June 29 2004 for the purpose of maintaining a program for the prevention and/or treatment of alcohol and other drug related problems for the Tulare County area.

B. The COUNTY and CONTRACTOR agreed to amend the original agreement on June 21, 2005 to extend the expiration date to June 30, 2006, update Compensation in Exhibit "B", update the Fiscal Year in Exhibit "D", update Assurances in Exhibit "E", and update Compliance Criteria in Exhibit "F."

C. The COUNTY and CONTRACTOR agree to extend the term of the agreement, and to update fiscal information listed in Exhibit "B."

D. This amendment shall become effective July 1, 2006.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2006 paragraph 1 of said Agreement is hereby amended to identify the new termination date of June 30, 2007.

II. Effective July 1, 2006 Exhibit "B" entitled Compensation is hereby deleted in its entirety and substituted with the attached Exhibit "B" which Exhibit is made a part of this Agreement by reference.

Except as provided above, all other terms and conditions of Agreement No. 22004 shall remain in full force and effect.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date _____

COUNTY OF TULARE
By _____

ATTEST: C. BRIAN HADDIX
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

TULARE COUNTY SUPERINTENDENT
OF SCHOOLS

By *Jim Vill*

Date 5-1-06

Approved as to Form
County Counsel

By *James*
Deputy County Counsel

Date 04/11/06

Approved as to Form

By *Harold W. Wood Jr.*
Harold W. Wood Jr.
Attorney for Tulare County
Superintendent of Schools

Date 4-17-06



EXHIBIT "B"
COMPENSATION
TULARE COUNTY SUPERINTENDENT OF SCHOOLS
FY 2005/2006

The method of payment for services shall be as follows:

(a) By the FIFTEENTH day of each month from July 2005 through June 2006, COUNTY will advance to CONTRACTOR the amount of **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)** as an advance to cover estimated expenditures. This will provide a maximum advance of **THIRTY THOUSAND DOLLARS (\$30,000.00)**. CONTRACTOR is allowed to be reimbursed for Friday Nite Live/Club Live (FNL/CL) expenses up to this total amount or actual costs, whichever is less. Final reconciliation of this portion of the contract will be made in the Cost Report that will take place after the close of the Fiscal Year.

(b) In addition, there will be the provision for payment of up to **TWO HUNDRED FOUR THOUSAND SEVENTY-THREE DOLLARS (\$204,073.00)** for the Safe and Drug Free Schools and Communities (SDFSC) grant to be dispersed on the basis of a quarterly CONTRACTOR invoice. The grant award in the amount of \$200,000 per year runs from each January 1st through December 31st, beginning at 01 January 2003. Originally it had a 3-year lifespan. However, funding for calendar year 2006 (Grant Year #4) was re-awarded by the Federal budget for the same base amount as in Year #3 (i.e., \$200,000). The last half of Grant Year #3 and the first half of Grant Year #4 occur within FY 05/06. In addition, an augmentation of \$20,000 was added in January 2005 for CONTRACTOR staff training, to be spent in its entirety no later than 30 September 2005. Fourteen thousand sixty-nine dollars (\$14,069) were expended within that time frame (\$4,073 in the final quarter). Unused augmentation funding will no longer be available for expenditure.

(c) CONTRACTOR shall submit a quarterly report of progress toward goals and outcomes associated with Paragraph (a) above for FNL/CL activities to the Unit Manager of the Prevention and Treatment Services Unit of the Alcohol and Drug Programs Division, who is located at 132 N. Valley Oaks Drive in Visalia 93292, no later than twenty (20) days after the end of each quarter. Quarterly reports shall also clearly reflect information regarding actual services provided, consistent with the requirements of the Negotiated Net Amount (NNA) contract between COUNTY and the State, and in such reasonable detail as is satisfactory to COUNTY.

(d) COUNTY is required to submit a quarterly progress report and invoice associated with Paragraph (b) above for the SDFSC grant to the State no later than thirty (30) days after the end of each calendar quarter. Therefore, CONTRACTOR shall submit quarterly progress reports and invoices to COUNTY within 3 weeks after the end of each calendar quarter, in order to allow COUNTY sufficient time to review CONTRACTOR paperwork. An estimate of the final quarterly invoice (covering April 1, 2006 through June 30, 2006) must be submitted to HHSA in accordance with instructions provided by COUNTY as the end of the Fiscal Year approaches. The final quarterly progress report will be due within 3 weeks following the end of the last quarter of FY 2005/2006, at which time the actual final invoice is also due.

(e) If CONTRACTOR fails to file a quarterly progress report for FNL/CL in a timely fashion, COUNTY may withhold payment of future advances. Payments shall not be withheld from CONTRACTOR because of failure to comply with any part of this Agreement unless and until the HHSA Assistant Agency Director of the Mental Health/Alcohol and Drug Programs Department and CONTRACTOR have reviewed the nature of the alleged failure to comply. Such process shall be completed within thirty (30) days after written notification to CONTRACTOR. Failure to comply with the General Terms and Conditions of the SDFSC grant, including timely submission of reports and invoices, may result in disallowance of grant payments, reduction or termination of grant funds, and/or denial of future grant funding.

(f) Not later than sixty (60) days following the end of the contract period, unless otherwise notified in writing, CONTRACTOR shall submit a final Cost Report of revenue and expenditures related to Paragraph (a) above for FNL/CL monies and prepared in accordance with instructions set forth by the Alcohol and Drug Programs Division Manager or her designee. The actual number of staff hours utilized by the FNL/CL program during the fiscal year will be included on that Report. Final reconciliation of actual program costs versus revenue received by CONTRACTOR shall be made in the Cost Report. An annual narrative of accomplishments, challenges, program effectiveness, etc. shall be submitted with the annual Cost Report.

(g) If Federal or State funding is terminated or reduced below the amounts specified in the State's preliminary allocation letter and/or grant funding, or if funding priorities are imposed by the State, the advances and allowable grant reimbursements in Paragraphs (a) and (b) of Exhibit "B" may be reduced on a proportionate basis or terminated.

(h) PADS (Prevention Activities Data System) reports shall be submitted by CONTRACTOR quarterly, by the 15th of the month following the end of each quarter.

LINE ITEM ADJUSTMENTS: CONTRACTOR may make changes in any individual line item in the budget set forth in Exhibit "D" provided that the aggregate contract total is not altered and the FNL/CL advances are kept separate from the SDFSC grant. If changes affecting the contract total should become necessary, prior approval shall be required of the Alcohol and Drug Programs Division Manager and instructions strictly followed regarding the submission of additional paperwork.