

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Amendment Number Two**

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2015, in San Francisco, California, by and between **A Better Way, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period, increase the contract amount, and update standard contractual clauses;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 4150-09/10 on 6/21/2010;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2010 between Contractor and City, as amended by the:

First amendment, dated July 1, 2015 and this  
Second amendment

**1b. Contract Monitoring Division. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 2.** Term of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 2 the term of this Agreement shall be from July 1, 2010 to December 31, 2015.

**Such section is hereby amended in its entirety to read as follows:**

2. Term of the Agreement. Subject to Section 2 the term of this Agreement shall be from July 1, 2010 to December 31, 2017.

**2b.** Section 5. **Compensation** currently reads as follows:

**5. Compensation.** Compensation shall be made in monthly payments on or before the 1st day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Nine Million Nine Hundred Eighty Two Thousand Nine Hundred Fourteen Dollars (\$9,982,914)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

**Such section is hereby amended in its entirety to read as follows:**

**5. Compensation.** Compensation shall be made in monthly payments on or before the 1st day of each month for work, as set forth in Section 4 of this Agreement, that the Director of the Department of Public Health, in his or her sole discretion, concludes has been performed as of the 30th day of the immediately preceding month. In no event shall the amount of this Agreement exceed **Fourteen Million One Hundred Fifteen Thousand Three Hundred Eight Dollars (\$14,115,308)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by Department of Public Health as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

**2c. Appendices A-1 through A-3 dated 7/1/2015 are hereby added for 2015-16 as amended.**

**2d. Appendix B is deleted in its entirety and Appendix B dated 7/1/2015 is hereby added**

**2e. Appendix B-1 through B-3 dated 7/1/2015 is hereby added for FY 2015-16 as amended.**

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **the date of this Amendment.**

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

A Better Way, Inc.

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Barbara A. Garcia  
Director of Health

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Shahnaz Mazandarani  
Executive Director  
3200 Adeline Street  
Berkeley, CA 94703

Approved as to Form:

City vendor number: 75699

Dennis J. Herrera  
City Attorney

By: \_\_\_\_\_  
Kathy Murphy  
Deputy City Attorney

Approved:

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Jaci Fong  
Director of the Office of Contract  
Administration, and Purchaser