

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND
ASIAN AMERICAN RECOVERY SERVICES**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Asian American Recovery Services, 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 to provide the services specified in the California Safe and Drug-Free Schools and Communities Grant Number SDF03-05, for alcohol and drug prevention. services on January 31, 2006; and

WHEREAS, the parties wish to amend the Agreement to add funding for the second calendar year.

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

1. Section 3 Payments 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 Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." 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 the County's total fiscal obligation under this Agreement exceed Two Hundred Sixteen Thousand Dollars, (\$216,000.00).

2. Original Exhibit A is replaced with Revised Exhibit A1, (rev. [August 16, 2007]).
3. Original Exhibit B is replaced with Revised Exhibit B1, (rev. [August 16, 2007]).
4. All other terms and conditions of the agreement dated January 31, 2006, 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

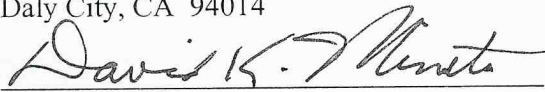
By: _____
Rose Jacobs Gibson, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

David Mineta, Director
Asian American Recovery Services, Inc.
7100 Mission Street
Daly City, CA 94014


Contractor's Signature

Date: 8/24/07

EXHIBIT A1
Program/Project Description

ASIAN AMERICAN RECOVERY SERVICES, INC.

North San Mateo County Youth Development Partnership
Prevention Services Supported by a California Safe and
Drug-Free Schools and Communities Grant # SDF03-05
January 1, 2006 through December 31, 2007

I. **North San Mateo County Youth Development Partnership (YDP)**

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County in compliance with the requirements of the County's Safe and Drug Free Schools Grant Agreement SDF03-05 with the State of California Department of Alcohol and Drug Programs (DADP) and in accordance with the approved two-year North San Mateo County YDP workplan which is incorporated into the DADP Notice of Grant Agreement SDF 03-05.

A. **Program Coordination, and Planning:**

Participate in quarterly Steering Committee Meetings and other coordination and planning activities for the YDP in cooperation with San Mateo County Alcohol and Other Drug Services (SMCAODS) and the Youth Leadership Institute (YLI).

B. **Youth Development:** Friday Night Live (FNL) member groups will be implemented at four high schools (Jefferson, Terra Nova, Oceana and Westmoor). Groups will be tailored to address the specific needs of the school and ongoing training will be provided to address those needs. Groups will provide life-skills education/support and opportunities for youth to participate in environmental prevention efforts through the Stay Safe Youth Coalition (SSYC). These FNL member groups will have access to training, technical assistance and networking opportunities offered to San Mateo County FNL member groups through the FNL member network.

1. The FNL group at Jefferson High School will meet for a minimum of two (2) hours per session for at least twenty (20) sessions per full academic year during the 2005-06 and 2006-07 academic years. The group will serve a minimum of twenty (20) unduplicated participants each academic year. Participants will be ages fourteen (14) to eighteen (18). Participants trained in these groups will provide one-on-one mentoring to a minimum of (15) fifteen students from Pollicita Middle School in the Spring of 2006 and 2007.

- a) During the period July 1, 2007 through December 31, 2007, Contractor's staff will provide consultation/capacity building

with school administration/staff and informal follow-up with youth who have previously participated in Stay Safe services, during Jefferson High School restructuring and program transition phase.

2. The FNL group at Westmoor High School will meet for a minimum of two (2) hours per session for at least twenty (20) sessions per full academic year during the 2005-06 and 2006-07 academic years **and for the equivalent of six (6) to eight (8) sessions during the period July 1, 2007 and December 31, 2007.** The group will serve a minimum of twenty (20) unduplicated participants during the 2005-06 and 2006-07 academic years **and ten (10) unduplicated participants during the period July 1, 2007 and December 31, 2007.** Participants will be ages fourteen (14) to eighteen (18). Participants trained in this group will provide one-on-one mentoring to a minimum of fifteen (15) students from Fernando Rivera Intermediate School in the Spring of 2006 and 2007.
3. The FNL group at Oceana High School will meet for a minimum of one (1) hour per session for the equivalent of thirty (30) sessions per full academic year during the 2005-06 and 2006-07 academic years **and for the equivalent of six (6) to eight (8) sessions during the period July 1, 2007 and December 31, 2007.** The group will serve fifteen (15) unduplicated participants during the 2005-06 and 2006-07 academic years **and eight (8) unduplicated participants during the period July 1, 2007 and December 31, 2007.** Participants will be ages fourteen (14) to eighteen (18).
4. The FNL group at Terra Nova High School will meet for one (1) hour per session for thirty (30) sessions per full academic year during the 2005-06 and 2006-07 academic years **and for the equivalent of six (6) to eight (8) sessions during the period July 1, 2007 and December 31, 2007.** The group will serve a minimum of fifteen (15) unduplicated participants during the 2005-06 and 2006-07 academic years **and eight (8) unduplicated participants during the period July 1, 2007 and December 31, 2007.** Participants will be ages fourteen (14) to eighteen (18).
5. Three (3) additional summer recreational/outdoor education activities, to be determined, will involve Stay Safe Middle and High School participants during July and August to maintain continuity and connection, keep students engaged and motivated, and provide opportunities for skill and leadership development.

6. **Youth Coalition/ Environmental Prevention Activities**
Contractor will sustain the SSYC youth coalition, with membership from each of the four high schools. The SSYC youth coalition will be an FNL action team, and will implement an environmental focused project. The group will serve a minimum of twelve (12) unduplicated participants each full academic year. Participants will be ages fourteen (14) to eighteen (18). The youth will meet twice monthly or an equivalent of four hours per month (depending on their project timelines) during the 2005-06 and 2006-07 academic years and through December 31, 2007 during the 2007-08 academic year. Within the term of this agreement, the SSYC youth coalition may continue to meet during the summer months on a monthly basis if applicable to their environmental efforts.

- C. **Capacity Building for Parents, Youth and Community Members:**
Contractor will provide an estimated two (2) to four (4) hours per month of support services such as facilitation and capacity building to sustain the Partnership for a Safe and Healthy Pacifica. Provide the facilitation and capacity building through the social norms workgroup and other Partnership activities.

- D. **Prevention Hours of Staff Availability:**
Provide the following hours of staff availability each program year dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time:
1. January 1, 2006 through December 31, 2006: Provide three thousand one hundred twenty-seven (3,127) hours of staff availability.
 2. January 1, 2007 through December 31, 2007: Provide three thousand one hundred twenty-seven (3,127) hours of staff availability.

EXHIBIT B1
Method and Rate of Payment

ASIAN AMERICAN RECOVERY SERVICES, INC.
North San Mateo County Youth Development Partnership
Prevention Services Supported by a California Safe and
Drug-Free Schools and Communities Grant # SDF03-05
January 1, 2006 through December 31, 2007

**I. North San Mateo County Youth Development Partnership Prevention Services,
Payments**

1. Rates of Payment

- a. In full consideration of the Safe and Drug Free Schools and Communities Grant program services provided by Contractor, the total amount for prevention services contained in this Exhibit is TWO HUNDRED SIXTEEN THOUSAND DOLLARS (\$216,000). The program funding for each year of the project is as follows:
 - i. January 1, 2006 through December 31, 2006, is ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000);
 - ii. January 1, 2007 through December 31, 2007, is ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000)

2. Payments

- a. County will pay Contractor monthly in arrears for actual program expenses based on the Contractor's approved budget.
- b. Payments will be made within thirty (30) days after receipt and approval by the Alcohol and Other Drug Services Administrator or her designee of Contractor's accurate line item monthly expenditure invoice and monthly activity report.
- c. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.
- d. Contractor is permitted to adjust expenditures as follows:
 - i. Contractor may adjust expenditures up to ten (10) percent between existing line items in their approved program budget. Any such adjustments shall be documented in Contractor's line item monthly expenditure invoice and will remain within the approved program budget.
 - ii. Adjustments in excess of ten (10) percent between existing line items

may be made with prior approval in writing by the SMCADS program liaison in accordance with the California Department of Alcohol and Drug Programs (DADP) guidelines for Safe and Drug Free Schools and Communities grantees.

- iii. Changes requiring addition of line items require submission of a revised budget proposal for pre-approval in writing by the DADP Project Analyst.

3. Required Fiscal Documentation

- a. Contractor's approved annual budget covering all contracted services under this Agreement shall be included in the DADP Notice of Grant Award for each grant year. Contractor shall submit a revised line item budget proposal and narrative budget justification for the calendar year January 1, 2007 through December 31, 2007 by November 15, 2007. This proposed budget and narrative justifications are subject to review and approval by the SMCADS program liaison and the DADP Project Analyst, after which they will be included in the DADP Notice of Grant Award.
- b. Contractor will submit to County a final budget revision along with the final billing for program services for each of the calendar years covered by this Agreement.

4. Withholding Payment for Failure to Submit Reports

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. line item monthly expenditure invoice;
- c. cost allocation plan;
- d. quarterly activity reports, including monthly hours of staff availability;
- e. quarterly narrative report, including any challenges with respect to completing contracted service objectives;
- f. outcome objectives data/report;
- g. final/year-end budget revision

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

5. Contractor's Risk in Providing Extra Services

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

SAN MATEO COUNTY
MEMORANDUM

DATE: August 10, 2007

TO: Faiza Steele **FAX:** 363-4864 **PONY:** EPS 163

FROM: Janice Jumper
PHONE: (650) 802-7993 **FAX:** (650) 596-3478 **PONY:** HSA210

SUBJECT: Insurance for Contractor – Asian American Recovery Services

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Asian American Recovery Services

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? : NO

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: More than 10

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: providing the services specified in the California Safe and Drug-Free Schools and Communities Grant Number SDF03-05, for alcohol and drug prevention. This is an Amendment to the Agreement.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1,000,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1,000,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Thank You!

Faiza Steele
Risk Management Signature

8/14/07
Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/06

PRODUCER

31 Northern California
California Street, Suite 650
San Francisco, CA 94111
415-398-2730

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Asian American Recovery Services
965 Mission #325
San Francisco, CA 94103

INSURER A: Philadelphia Indemnity Insurance Com

18058

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPK191737	09/20/06	09/20/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PHPK191737	09/20/06	09/20/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 In the event of non-payment of premium, 10 days notice of cancellation may be given.

E: Funding Source

County of San Mateo is named as Additional Insured per the attached GL endorsement.

CERTIFICATE HOLDER

County of San Mateo, Alcohol &
Drug Services
400 Harbor Blvd, Bldg C
Belmont, CA 94002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michaela Stevens