

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

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, Inc., 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, on July 1, 2006, under Agreement 068187, the parties entered into a Flat Rate Agreement ("the Original Agreement") for FY 2006-07, to provide Alcohol And Drug Prevention Services; and

WHEREAS, on June 5, 2007, under Resolution 068772, the parties amended the Original Agreement to provide additional services and add the sum of \$204,733, which included a Cost Of doing Business Increase (COBI), for a new total obligation of \$602,273, and to extend the term to 12/31/2007; and

WHEREAS, it is now necessary to amend the Original Agreement to add the sum of \$33,100, for a new total maximum of \$635,373, and to extend the term to 6/30/2008.

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

1. The following Exhibits and Attachments are attached hereto and incorporated by reference herein:
  - Exhibit A: Flat Rate Agreement Alcohol and Drug Prevention Services is hereby incorporated.
  - Exhibit E: Prevention Extended Services is hereby deleted and replaced in its entirety by Exhibit E1, attached hereto.
  - Exhibit P1: Rates of Payment, is hereby deleted and replaced in its entirety by Exhibit P2, attached hereto.
  
2. The end of the Term date is changed throughout the Agreement as follows:

**The end of the term shall change, wherever reflected in the Agreement as 12/31/07 to the new end term of 6/30/2008.**
  
3. Section 3.A. Payment is hereby amended to read as follows:
  - A. Maximum Amount:

In full consideration of Contractor's performance of the services described in the Exhibits, the amount that County shall pay for services rendered under this Agreement shall not exceed SIX HUNDRED THIRTY-FIVE THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS (\$635,373) for the

contract term.

4. The Flat Rate Agreement between the parties dated July 1, 2006, and Amended by a First Amendment on June 5, 2007, is amended as set forth herein.

All other terms and conditions of the agreement dated July 1, 2006, between the County and Contractor shall remain in full force and effect.

5. This Second Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement dated July 1, 2006 and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this Second Amendment shall not be effective unless set forth in a writing executed by both parties.

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

**Asian American Recovery Services, Inc.**

\_\_\_\_\_  
Contractor's Signature

Date: \_\_\_\_\_

**Exhibit E1 – Prevention Extended Services  
Flat Rate Agreement Alcohol and Drug Prevention Services  
Asian American Recovery Services  
July 1, 2006 through June 30, 2008**

**NNA Funded Prevention Services**

Contractor will provide the following NNA funded alcohol and drug prevention services at mutually agreed upon location(s) in San Mateo County.

A. STAY SAFE Prevention Services: July 1, 2007 through December 31, 2007  
Contractor will provide an NNA alcohol and drug prevention program called the STAY SAFE Program giving priority to students who graduate from Pollicita and Fernando Rivera middle schools in spring, 2007 and will be attending Daly City high schools in fall, 2007. Services will be held off campus during the summertime.

1. Recruit thirty (30) middle school students the STAY SAFE Program. Upon completion of the 2007 school year, recently graduated 8<sup>th</sup> grade participants will have the opportunity to be active members during the summer. Stay Safe will recruit and invite Pollicita and Fernando Rivera students who participated in the program in the spring. Students entering 8<sup>th</sup> grade from the two middle schools will be eligible if space allows.
2. Provide STAY SAFE Program services to twenty (20) eighth grade middle school participants at the Fernando Rivera and Pollicita middle schools. STAY SAFE Program middle school services will include the following: Life Skills Prevention Summer Activities. Services will include field trips and discussions. In addition, Stay Safe will incorporate a mentoring program throughout the summer, in which high school mentors who were trained during a 6-week training workshop hosted in the Fall of 2006, will interact and participate with the middle school participants over the summer.
  - a. Provide life skills prevention summer activities for two (2) groups of ten (10) participants per group. Each group will meet for an equivalent of two (2) hours per week for ten (10) weeks (20hrs x 2 groups = 40hrs)
    - i. Summer activity hours may include regular weekly meetings and/or may be scheduled to accommodate field trips, cultural activities, and outdoor opportunities such as camping/rafting trips.
    - ii. Stay Safe will invite up twenty (20) combined students from Fernando Rivera and Pollicita schools per activity.
    - iii. Stay Safe will invite fifteen (15) to twenty (20) trained high school mentors to participate and interact with the middle school participants throughout the summer.

B. STAY SAFE Prevention Services: January 1, 2008 through June 30, 2008  
Contractor will provide an NNA alcohol and drug prevention program called the STAY SAFE Program at two middle school sites.

1. Recruit sixty (60) middle school students to the STAY SAFE Program.

2. Provide STAY SAFE Program services to forty (40) eighth grade middle school participants at the Fernando Rivera and Pollicita middle schools. STAY SAFE Program middle school services will include the following:
  - a. Life Skills Prevention Activities:
    - i. Provide life skills prevention workshop series for two (2) groups of twenty (20) participants per group. Each group will meet two for twelve (12) sessions.
3. Prevention Hours of Staff Availability: Provide one thousand seven hundred eighty-six (1,786) hours of staff availability dedicated to NNA funded alcohol and drug prevention direct program services per fiscal year, preparation time, and record keeping time. The hours of staff availability are the contracted units of service

C. Collaboration and Linkages

Contractor will work collaboratively with the Daly City Parks and Recreation Department, Daly City Youth Health Center, Jefferson Union High School District, and T.R. Pollicita Middle and Fernando Rivera Intermediate Schools to connect youth with services and support healthy transition from middle school to high school. Contractor will report progress on collaborative efforts in the quarterly narrative reports.

D. Environmental Prevention

Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental prevention efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other drugs by the general population. Include progress on these efforts in quarterly narrative reports.

Graduating T.R. Pollicita and Fernando Rivera middle school Stay Safe participants will be eligible to apply to be part of the *Stay Safe Youth Coalition* (SSYC) starting in summer, 2007. SSYC is a group of youth from the Jefferson Union High School District (JUHSD) who design and implement projects that help the community deal with alcohol, tobacco and other drugs.

E. NNA Prevention Services Rates of Payment

See Exhibit P2 – Rates of Payment

**EXHIBIT P2 - RATES OF PAYMENT  
FLAT RATE AGREEMENT  
Asian American Recovery Services  
July 1, 2006 through June 30, 2008**

**Funding for FY 2006-07 (7/1/06-6-30/07)**

<b>Service Modality</b>	<b>Authorized Contract Amount</b>	<b>Monthly Amount</b>	<b>Authorized Units - Staff Available Hours (SAH) or Visit Days</b>	<b>Program Participants</b>	<b>Authorized Unit Rate</b>
County Funded Intensive Outpatient	\$ 196,204	\$16,350.33	1,088	15	\$ 180.33
County Funded Non Residential	\$ 41,307	\$ 3,442.25	1,161	6	\$ 35.58
NNA Funded Non Residential	\$ 95,757	\$ 7,979.75	2,502	30	\$ 38.27
NNA Funded Prevention	\$ 64,272	\$ 5,356.00	1,786	40	\$ 35.99
*Total Maximum Contract Obligation FY 06-07	\$ 397,540				

<b>Service Modality</b>	<b>Authorized Contract Amount</b>	<b>Monthly Amount</b>	<b>Authorized Units - Staff Available Hours (SAH) or Visit Days</b>	<b>Program Participants</b>	<b>Authorized Unit Rate</b>
County Funded Intensive Outpatient	\$ 101,045	\$16,840.83	544	8	\$ 185.74
County Funded Non Residential	\$ 21,273	\$ 3,545.50	581	3	\$ 36.61
NNA Funded Non Residential	\$ 49,315	\$ 8,219.17	1251	15	\$ 39.42
NNA Funded Prevention	\$ 33,100	\$ 5,516.67	893	20	\$ 37.07
* Contract Obligation for 7/1/07 through 12/31/07	\$ 204,733				
# Maximum Contract Obligation for 7/1/2006 through 12/31/07	\$ 602,273				

*# Subject to the availability of funds as set forth in Paragraph 6 of the body of this Agreement*

**Funding for 1/1/2008 through 6/30/2008**

<b>Service Modality</b>	<b>Authorized Contract Amount</b>	<b>Monthly Amount</b>	<b>Authorized Units - Staff Available Hours (SAH) or Visit Days</b>	<b>Program Participants</b>	<b>Authorized Unit Rate</b>
NNA Funded Prevention	\$ 33,100	\$ 5,516.67	893	20	\$ 37.07
* Contract Obligation for 1/1/2008 through 6/30/2008	\$ 33,100				
# Maximum Contract Obligation for 7/1/2006 through 6/30/08	\$ 635,373				