

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
EL CENTRO DE LIBERTAD**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and El Centro de Libertad, 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 \$201,860, which included a Cost Of doing Business Increase (COBI), for a new total obligation of \$593,822, and to extend the term to 12/31/2007, except Net Negotiated Amount (NNA) services which would sunset on 6/30/2008; and

WHEREAS, it is now necessary to amend the Original Agreement to add the sum of \$11,033, for a new total maximum of \$604,855 and to extend the term for all services 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-1: Flat Rate Agreement Prevention is hereby deleted and replaced in its entirety by Exhibit A-1B, 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 FOUR THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$604,855) 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

**El Centro de Libertad**

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

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

**EXHIBIT A-1B - DESCRIPTION OF SERVICES**  
**State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention Services**  
**FLAT RATE AGREEMENT PREVENTION**  
**EL CENTRO DE LIBERTAD**  
**July 1, 2006 through June 30, 2008**

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County.

**I. NNA FUNDED PREVENTION SERVICES**

a. Cunha Middle School

1. Provide one (1) prevention education workshops. The curriculum for the workshop series will include:
  - a. Education on tobacco, alcohol, and other drugs.
  - b. Communication, conflict resolution, and refusal skills.
  - c. Encouraging positive involvement in school.
2. Workshop will be provided one (1) hour per week, for six (6) weeks.
  - a. Provide one interview/recruitment and orientation sessions for new participants prior to workshop.
  - b. Provide information to parents and obtain required parental permission for students to participate.
3. A total of eight (8) youth ages twelve (12) to fourteen (14) will participate in each workshop.

b. North Fair Oaks Community Day School and Community School South

1. Provide a prevention education program to a total of between thirty five (35) and fifty-five (55) students, ages 13-18. Each student will participate in between twelve (12) and twenty (20) sessions of (1) hour in length.
2. The curriculum for the prevention educations sessions will include:
  - a. Education on tobacco, alcohol, and other drugs.
  - b. Communication, conflict resolution, and refusal skills.
  - c. Encouraging positive involvement in school.

c. School/Community based Prevention Education Program

1. Provide a group prevention education program to a total of thirty (30) students, ages thirteen (13) to eighteen (18) at one (1) to three (3) mutually agreed upon locations within San Mateo County. Each student will participate in between six (6) and ten (10) sessions of one (1) hour in length.

2. The curriculum for the prevention education sessions will include:
  - a. Asset building/reinforcement of parenting competencies.
  - b. Communication, conflict resolution, and refusal skills.
  - c. Identification of resources within the community.
  
- d. Hours of Staff Availability  
Provide four hundred and thirty three (433) hours of staff availability dedicated to alcohol and drug prevention services including direct program services, preparation time, and record keeping time per fiscal year. The hours of staff availability are the contracted units of service.
  
- e. COLLABORATION AND LINKAGES  
Contractor will work collaboratively with the Cabrillo Unified School District School Linked Services Family Resource Center (FRC) in providing its prevention education services to the Coastside communities within the service areas of these FRCs. Contractor will include progress on collaborative efforts in the quarterly narrative reports.
  
- f. ENVIRONMENTAL PREVENTION
  1. Conduct two (2) community functions within Moonridge and Main Street Public Housing Projects. These functions will help raise awareness of the prevalence of alcohol, tobacco, and other drug use within the community. They will also focus on the prevalence of gang activity within the community. An attempt will be made to involve youth in a campaign effort, and a presentation to adults within the community.
  2. 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.
  3. Include progress on environmental prevention efforts in quarterly narrative reports.
  
- g. RATES OF PAYMENT  
See Exhibit P2 - Rates of Payment.

**EXHIBIT P2 - RATES OF PAYMENT  
FLAT RATE AGREEMENT PREVENTION**

**EL CENTRO DE LIBERTAD**

**July 1, 2006 through June 30, 2008**

**Funding for FY 2006-07 (7/1/2006-6/30/2007)**

<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 Adolescent Non Residential	\$ 51,687	\$ 4,307.25	1,052	33	\$ 49.13
County Funded Non Residential	\$ 255,005	\$21,250.42	6,045	193	\$ 42.18
NNA Funded Adolescent Non Residential	\$ 63,846	\$ 5,320.50	1,299	41	\$ 49.15
NNA Funded Prevention	\$ 21,424	\$ 1,785.33	436	93	\$ 49.14
*Total Maximum Contract Obligation FY 06-07	<b>\$ 391,962</b>				

**Funding for 7/1/2007 through 12/31/2007 – (except for NNA Funded Prevention, which shall be 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>
County Funded Adolescent Non Residential	\$ 26,619	\$ 4,436.50	526	16	\$ 50.61
County Funded Non Residential	\$ 131,327	\$ 21,888.00	3,023	96	\$ 43.44
NNA Funded Adolescent Non Residential	\$ 32,881	\$ 5,480.17	650	20	\$ 50.59
** NNA Funded Prevention 7/1/07 through 12/31/07	\$ 11,033	\$ 1,839	218	73	\$ 51.00
# Contract Obligation for 7/1/07 through 6/30/08	<b>\$ 201,860</b>				
** NNA Funded Prevention for 1/1/08-6/30/08	\$ 11,033	\$ 1,839	218	73	\$ 51.00
#Maximum Contract Obligation for 7/1/06 through 6/30/08	<b>\$ 604,855</b>				

*\*\* NNA Funded Prevention Services shall be extended beyond the December 31, 2007 term. The term for these services shall be until 6/30/2008.*

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