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

THIS FIRST 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";
<u>WITNESSETH</u> :
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 for professional alcohol and drug treatment services in accordance with state and federal laws, regulations, and funding mandates on January 1, 2008; and

WHEREAS, the parties wish to amend the Agreement to include working with Pacifica youth to develop a social marketing campaign focused on underage drinking in the coastal region of San Mateo County.

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

- 1. Original Exhibit A is deleted in its entirety and replaced with Exhibit A-1 effective April 30, 2008.
- Original Exhibit B is deleted in its entirety and replaced with Exhibit B-1 effective April 30, 2008.
- 3. Section 3 to the Agreement is deleted in its entirety and replaced with the following:

Payments

A. Maximum Amount

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A-1, and in the Alcohol and Other Drug Services Policy and Procedure Manual, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B-1. 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 FIFTY-FIVE THOUSAND ONE HUNDRED DOLLARS (\$255,100).

4. All other terms and conditions of the agreement dated December 18, 2007, 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: Adrienne Tissier, President Board of Supervisors, San Mateo County
	Date:
ATTEST:	
By: Clerk of Said Board	
	ASIAN AMERICAN RECOVERY SERVICES
Contractor's Signature	
Contractor's Signature	
Date:	

Exhibit A-1 - Description of Services (FLAT RATE AGREEMENT) ASIAN AMERICAN RECOVERY SERVICES, INC. January 1, 2008 through June 30, 2009

I. Scope of Work for Behavioral Health and Recovery Services

- A. Community-based Partnership:
 - 1. Contractor will be the lead/fiscal agency for a Community-based Partnership for the Prevention of Alcohol and Other Drug-Related Problems in the North San Mateo County communities of Daly City and Pacifica in accordance with Section II. Approved Implementation Project Work Plan for the Community-based Partnership.
 - 2. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual, including additions and revisions, which is incorporated by reference herein.

General administrative, fiscal and reporting responsibilities for contractors providing alcohol and drug prevention services are included in the AOD Policy and Procedure Manual.

- B. Administrative and Reporting Requirements
 - Maintain documentation of all activities implemented in accordance with the project work plan and make such documentation available to the Community Partners for project planning, reporting and evaluation.
 - Work collaboratively with AOD staff and Community Partners to meet the
 objectives of the project work plan, achieve projected outcomes and
 accomplish related data collection, reporting, evaluation and quality
 improvement tasks.
 - 3. Provide and report hours of staff availability each program year dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time. Annual hours of staff availability are determined based on the formula 1 FTE = 1,787 hours of staff availability.

II. Approved Implementation Project Work Plan for the Community-based Partnership for Behavioral Health and Recovery Services

Pre Goal: Complete Program Preparation Activities (Yr. 1 only)

Objective 1.1: Implement strategies for program activities

Strategy: Recruit and train	Responsible Party	Funding Source	Start Date	End Date
Activities to meet Objective 1. Create Philanthropy 2. Create Steering Committee 3. Recruit and train staff 4. Establish Philanthropy Project 5. Establish Steering Committee (Daly City	1. YLI 2. ALL 3. AARS 4. YLI 5. AII	CBPS	1. Jan. 2008 2. Jan. 2008 3. Jan. 2008 4. Jan. 2008 5. Jan. 2008	1. Jun. 2008 2. Feb. 2008 3. Jul. 2008 4. Jun. 2008 5. Jun. 2008
Strategy: Implement Quality Improvement	Responsible Party	Funding Source	Start Date	End Date
Activities to meet Objective 1. Hold quarterly project management meetings with consortium to monitor progress and quality 2. Implement YDA, Youth Access surveys relevant to the components of complete program	1. All 2. AARS, YLI	CPBS	1. Jan. 2008 2. Mar.2008	1. Jun. 2009 2. Jun. 2009
Goal 1: To promote and improve connections between and among individuals, peers, families, and communities and strengthen individual assets.				
Objective 1.1 – 1.4 (refer to goals and objectives attachment)				

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Strategy: Life Skills, after-school based groups		Funding source	Start Date	End Date
Activities to meet Objective 1. 12 Sessions at Fernando Rivera Middle School 2. 12 Sessions at TR Pollicita 3. Recruit 60 per school 4. Enroll 20 per school	1. AARS 2. AARS 3. AARS 4. AARS	Extende d NNA Contract	3. Jan 2008	1. May 2008 2. May. 2008 3. May 2008 4. May 2008
Strategy: Life Skills, after-school based groups	Responsible Party	Funding Source	Start Date	End Date
Activities to meet Objective 1. 12 Sessions at Fernando Rivera Middle School 2. 12 Sessions at Westmoor High School 3. Recruit 60 per school 4. Enroll 20 per school	1. AARS 2. AARS 3. AARS 4. AARS	CPBS	3. Jan. 2009	1. May 2009 2. May. 2009 3. May 2009 4. May 2009
Strategy: Health Workshops	Responsible Party	Funding Source	Start Date	End Date
Activities to meet Objective 1. 2-4 Workshops per School Site	1. DCYHC	CPBS	Jan. 2008	Jun. 2009
Strategy: Summer Transition Program	Responsible Party	Funding Source	Start Date	End Date
Activities to meet Objective 1. 3-5 Youth Development Recreational Activities	AARS, Inner City Outings, Family Camp, San Francisco Police Department	CPBS	1. Jun. 2008	1. Aug. 2008

Goal 2: To support and influence existing social and cultural norms that promote positive and healthy lifestyle choices

Objective 2.1:					
Strategy: Youth Philanthropy	Responsible Party	Funding Source	Start Date	End Date	
Activities to meet Objective 1. RFP process 2. Select youth projects to fund 3. Monitor and evaluate projects	YLI, JUHSD JSD	CPBS	1. Aug. 2008 2. Oct. 2008 3. Dec. 2008	1. Sept. 2008 2. Nov. 2008 3. Jun. 2009	
Ctratage u Crayen Mantaring	Responsible	Funding	Ctart Data	End Data	
Strategy: Group Mentoring Activities to meet Objective 1. Train High School Students to be mentors 2. Peer mentors serve middle school mentees	Party 1. AARS 2. AARS	Source CPBS	1. Sept. 2008 2. Jan. 2008	End Date 1. Dec. 2008 2. Jun. 2009	
Strategy: Daly City Prevention Collaborative	Responsible Party	Funding Source	Start Date	End Date	
Activities to meet Objective 1. Recruit 8-12 community organizations/members 2. Meet 6-12 times per year 3. Prevention Collaborative identifies and supports community collaboration/events	1. All 2. All 3. All	CPBS	1. Jan.2008 2. Jun. 2008 3. Jun 2008	1. Jun. 2008 2. Jun. 2009	
Strategy: Increase Community Awareness on ATOD issues	Responsible Partv	Funding Source	Start Date	End Date	
Activities to meet Objective 1. 3 Presentations per year 2. Presentation Evaluations on changes in perceptions	1.AARS, YLI, 2. WestEd	CPBS	1. Jan. 2008 2. Jan. 2008	1. Jun. 2009 2. Jun. 2009	
Goal 3: To decrease Access to/Availability of Alcohol, Tobacco and Other Drugs					
Objective 3.1:					
Strategy: Sustain Youth Coalition Efforts Activities to meet Objective	Responsible Party 1. AARS, YLI	Source	Start Date 1. Jan. 2008	End Date 1. Jun. 2009	
 Ongoing Recruitment and Training Ongoing Participatory Action Research Advocacy Prevention Project Implementation 	2. AARS 3. YLI	CPBS	2. Jan. 2008 3. Sep. 2008	2. Jun 2009 3. Jun. 2008	
Strategy: Implement Youth Access Survey by Youth Coalition	Responsible Party	Funding Source	Start Date	End Date	

Activities to meet Objective 1. Collaborate with HS & MS Administration 2. Disseminate Surveys in HS & MS districts (alternate years) 3. Analyze Data, create findings and recommendations 4. Articulate Community Needs	1. AARS, JUHSD, JSD, YLI 2. AARS, JUHSD, JSD 3. AARS, YLI 4. AARS, YLI	CPBS	1. Jan. 2008 2. Apr. 2008 3. Jun. 2008 4. Aug. 2008	1. Mar. 2008 2. May 2008 3. Jul. 2008 4. Dec. 2008
		Funding		
Environment Prevention Projects	Party	Source	Start Date	End Date
Activities to meet Objective 1. Design community project utilizing youth access survey data 2. Create Action Plan and Timeline for project 3. Implement project	1. AARS, YLI 2. AARS, YLI 3. AARS, YLI	CPBS	1. Sept. 2008 2. Sept. 2008 3. Jan. 2009	
Goal 4: Adopt Laws and Policy			1	1
Objective 4.1:				
Strategy: Tobacco Retail License Advocacy		Funding Source	Start Date	End Date
Activities to meet Objective 1. Support ongoing project activities and collaboration with partners	1. AARS, YLI, TEC, TUPE	YLI	1. Jan. 2008	1. Jun. 2008
Strategy: Smoke-Free Venues	Responsible	Funding Source	Start Date	End Date
Activities to meet Objective 1. Support ongoing project activities and collaboration with partners	1. AARS, YLI, TEC, Breathe	Breathe California	1. Jan. 2008	1. Jun 2008
Strategy: Community Awareness Presentations		Funding Source	Start Date	End Date
Activities to meet Objective 1. 3 presentations per year 2. Presentation Evaluations on changes in	1. AARS, YLI 2. WestEd	YLI / Breathe	1. Jan. 2008 2. Jan. 2008	1. Jun. 2009 2. Jun. 2009

III. Scope of Work for Health Policy and Planning

Contractor will work in collaboration with the Partnership for a Safe and Healthy Pacifica (PSHP) of the Jefferson High School District to provide the following services:

- A. Identify at least four (4) Pacifica youth to participate in the various phases of developing a social marketing campaign to address the issue of underage drinking in Pacifica. Participation may include training, piloting, outreach, focus group facilitation, and concept and strategy development.
- B. Conduct at least four (4) youth-led focus groups with Pacifica high school students (at least two (2) at Terra Nova High School and two (2) at Oceana High School) to inform the social marketing concept and messaging.

- C. Designate at least two (2) Pacifica youth to work with PSHP staff on analyzing the focus group data.
- D. Identify a creative or art director, as well as, youth to create artwork and concepts for the Social Marketing Campaign.
- E. Develop artwork drafts, concepts, and messaging based on analysis of focus group data.
- F. Conduct youth-led pilot testing of the concepts and messaging to get feedback from youth on the marketing strategies. Pilot testing can be done either through additional focus groups or one-on-one interviewing.
- G. Develop final versions of the concept and dissemination plans.

After each phase of the social marketing campaign process (focus groups, artwork & concept pilot testing, production, and implementation), Contractor shall submit copies of corresponding work including focus group transcripts and sign in sheets, copies of drafts/artwork, pilot testing feedback collected, and a copy of all final artwork and dissemination plans to the San Mateo County Health Department, Health Policy & Planning Division.

EXHIBIT B-1 - METHOD AND RATE OF PAYMENT (FLAT RATE AGREEMENT) ASIAN AMERICAN RECOVERY SERVICES, INC. January 1, 2008 through June 30, 2009

I. Method and Rate of Payment For Behavioral Health and Recovery Services

A. Rates of Payment

In full consideration of the alcohol and drug prevention Behavioral Health and Recovery Services described in Sections I and II of Exhibit A-1 provided by Contractor, County will make payments not to exceed Two Hundred Thirty Thousand One Hundred Dollars (\$230,100). The program funding for each year of this project is as follows:

- 1. For the period of January 1, 2008 through June 30, 2008, payment shall not exceed FIFTY FIVE THOUSAND DOLLARS (\$55,000).
- 2. For the period of July 1, 2008 through June 30, 2009, payment shall not exceed ONE HUNDRED SEVENTY FIVE THOUSAND ONE HUNDRED DOLLARS (\$175,100).

B. Payments

County will pay Contractor the total contract amount in eighteen (18) monthly payments based on the payment schedule below. County will pay Contractor's monthly payment within 30 days, upon timely submission of reports as outlined in the AOD Policy and Procedure Manual.

All payments under this Agreement must directly support services specified in this Agreement.

January 1, 2008 - June 30, 2008

	Funding amount	Monthly amount
NNA Funded Prevention (community-based partnership)	\$55,000	\$9,166.67

July 1, 2008 - June 30, 2009

,	Funding amount	Monthly amount
NNA Funded Prevention		
(community-based partnership)	\$175,100	\$ 14,591.67

C. Required Fiscal Documentation

 Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Manual.

II. Method and Rate of Payment for Health Policy and Planning

In full consideration of the Health Policy and Planning Services described in Section III of Exhibit A-1 provided by Contractor, County will make payments not to exceed Twenty Five Thousand Dollars (\$25,000). The program funding for each year of this project will occur as follows:

Contractor will submit invoices quarterly, by the 15th of the following invoice month.

- A. Invoices and scope of work will be reviewed by the Health Policy & Planning Program Manager and the contractor will receive payment following their approval.
- B. Payments received are to cover all costs of Contractor, including, but not limited to training, refreshments, student stipends, print materials, personnel, and completion of all paperwork.

III. Additional Terms

- A. The County shall have the right to withhold payment if the County determines that the quality or quantity of work is unacceptable.
- B. Contractor agrees that the requirements of this Agreement pertaining to hold harmless and venue as well as the protection of proprietary rights and confidentiality shall survive termination of this Agreement.