

SECOND AMENDMENT TO THE FEE-FOR-SERVICE AGREEMENT WITH
FREE AT LAST
FOR ALCOHOL AND DRUG TREATMENT SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and FREE AT LAST (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on August 7, 2001, the parties hereto entered into a fee-for-service agreement for the furnishing of certain services by Contractor to County as set forth in that Agreement; and

WHEREAS, on February 26, 2002, the parties hereto entered into a first amendment to the fee-for-service agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to further amend and clarify that Agreement:

CHANGE #1: Amend Section 3.B. of the body of the Agreement to read as follows:

- 1) ONE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$159,500) for Drug Court alcohol and drug treatment services described in Exhibit A.
- 2) ONE MILLION THREE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED THIRTEEN DOLLARS (\$1,343,913) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit B.
- 3) ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS (\$149,179) For SB223 drug testing services described in Exhibit B.

CHANGE #2: Amend Section III. B. in Exhibit A to read as follows:

- A. ONE HUNDRED EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$108,500) for CDCI funded treatment services.

CHANGE #3: Add to introductory paragraph in Exhibit B:

Contractor will comply with Title 9, Division 4, Chapter 2.5 of the California Code of Regulations, and OMB Circulars A-87 and A-122. No services will be provided until the appropriate licensure and/or certification has been obtained.

CHANGE #4: Amend Section I.A. in Exhibit B to read:

- A. Contractor's basic intervention services will be culturally and language appropriate for individuals who are African American and Latino. Contractor's basic intervention services will include:
1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months for each program participant, and follow-up with Probation/Parole as required.
 2. Contractor's basic intervention treatment plan will include: 4 individual and 8 group sessions per program participant, per month, and will also include individual case management once per week.
 3. A curriculum consistent with the ASAM including: development of a treatment plan; positive self-awareness/esteem and social skills building; behavior modification; development of strong personal support systems; educational needs and goals assessment; tutoring to build basic learning skills to enable completion of GED or high school; linkages with vocational and educational services; assessment of employment interests for employment training and overview of options; resume writing, interview skills, job readiness, and career development; health issues; 12-step meetings, access to cultural events, camping trips and other alcohol- and drug-free recreational activities and youth sponsored events.

CHANGE #5: Amend Section I.B. of Exhibit B to read:

- B. Contractor's basic treatment readiness services will be culturally and language appropriate for individuals who are African American and Latino. Contractor's basic treatment readiness services will be made available during the daytime and evening hours, and will include:
1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months for each program participant, and follow-up with Probation/Parole as required.
 2. Contractor's basic treatment readiness plan will: include 8 group counseling sessions per program participant, per month.
 3. Curriculum will include: treatment planning, defining the 12-step recovery process for addressing issues of addiction, basic education on HIV/AIDS and hepatitis C, reducing risky behavior, relapse prevention planning,

resources for addressing social, health and legal issues, linkages with mental health, job training and housing resources.

CHANGE #6: Amend Section I.C. of Exhibit B to read as follows:

Add to introductory paragraph:

Contractor's basic residential alcohol and drug treatment services will be culturally and language appropriate for individuals who are African American and Latino. Contractor's basic residential treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months for each program participant, and follow-up with Probation/Parole as required.
2. A structured program including individual and group counseling to address recovery issues including: life skills, denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, parenting skills, positive communication skills, literacy classes, employment readiness, anger management, conflict resolution, domestic violence, health and mental health issues, and family reconciliation and socialization activities.

CHANGE #7: Add to Section I.D. of Exhibit B the following:

Contractor's basic day treatment services will be culturally and language appropriate for individuals who are African American and Latino. Contractor's basic day treatment services will be made available during the daytime and evening hours, and will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up at 3-months and 9-months for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic day treatment services will include a structured program consisting of: 4 individual counseling sessions, 16 group counseling sessions per program participant, per month. Contractor will also provide transportation and child care for program participants as needed.
3. Curriculum will include: literacy classes, employment readiness classes, positive communication skill building, life skills, anger management, conflict resolution, domestic violence, money management and credit counseling, health and nutrition, and a 10-week parenting series which will cover: assessment of parent/child interaction, parenting skill building, child development and age appropriate play strategies, how to be a parent advocate for school age children, disciplinary techniques, and positive affirmations.

CHANGE #8: Add new Section I.E. to Exhibit B to read as follows:

A. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services:

Contractor's basic outpatient alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor's basic outpatient treatment services will be culturally and language appropriate for individuals who are African American and Latino. Contractor's basic outpatient treatment services will be made available during the daytime and evening hours and on Saturdays. Contractor's basic outpatient treatment services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, aftercare plan, urine screening, follow-up at 3- months and 9- months for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic outpatient treatment plan will include: 4 individual counseling sessions and 18 group counseling sessions per program participant, per month.
3. The curriculum will include: the 12-step model of recovery, the impact of addiction on family systems and family dynamics, peer support systems, mental health and health issues (e.g., HIV and risky behaviors), life skills, anger management, money management, effective parenting skills, domestic conflict resolution, legal issues, and strategies for preventing and responding to re-arrest and relapse, aftercare planning and aftercare groups.
4. Access to ancillary services including: housing, child care, employment training, health and mental health care.

CHANGE #9: Amend introductory paragraph of Section IV in Exhibit B to read:

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION THREE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED THIRTEEN DOLLARS (\$1,343,913). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. For the period July 1, 2001 through April 30, 2002 County shall pay Contractor the following rates:
- 1) \$35.00 per individual counseling hour provided, per individual served for treatment readiness services;
 - 2) \$35.00 per group counseling hour provided, per individual served, for treatment readiness services;
 - 3) \$69.00 per bed day provided, per individual served, for women's residential services;
 - 4) \$62.00 per bed day provided, per individual served, for men's residential services;
 - 5) \$35.00 per treatment hour provided for intervention services, per individual served;
 - 6) \$60.67 per treatment visit day provided for day treatment services, per individual served.
- B. For the period May 1, 2002 through June 30, 2002 County shall pay Contractor at the following rates:
- 1) \$75.00 per staff hour for: intervention, treatment readiness, and outpatient services;
 - 2) \$135.00 per treatment visit day provided for day treatment services;
 - 3) \$115.00 per bed day provided for residential treatment services.

CHANGE #10: Amend Section IV of Exhibit B to read:

- A. For the period July 1, 2001 through April 30, 2002:
1. Intervention services to be billed on a per hour, per individual basis. Payments will be made at the intervention hourly rate, multiplied by the number of individuals served.
 2. Treatment Readiness services to be billed on a per hour basis, as follows:
 - a. Individual sessions to be billed at the individual counseling hourly rate, per individual served, and will include: intake, assessment, individual counseling, family counseling, limited case management, and follow-ups.
 - b. Group sessions to be billed at the group counseling hourly rate, per individual served, and will include facilitated group activities. Self help groups or groups that are peer led are not a billable service.

3. Day Treatment services to be billed under one daily rate which includes all services under Day Treatment, hereinabove, and in addition will include light snacks, recreational activities such as art therapy, or other types of day time activities, may also include transportation.
 4. Residential services to be billed as one bed day (24 hours of service) including food, shelter and other basic needs.
- B. For the period May 1, 2002 through June 30, 2002:
1. Intervention, treatment readiness, and outpatient services to be billed by staff hour, for each modality. Staff hours are defined as available staff hours.
 2. Day treatment services to be billed under one daily rate (visit day) which includes all services under day treatment, hereinabove, and in addition will include light snacks, recreational activities such as art therapy, or other types of day time activities, may also include transportation.
 3. Residential services to be billed as one bed day (24 hours of service) including food, shelter and other basic needs.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of August 7, 2001 and the first amendment of February 26, 2002, be amended accordingly.
2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.
4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of August 7, 2001, and the first amendment of February 26, 2002, be amended accordingly.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

FREE AT LAST

By: Lenita Ellis CEO
Name, Title - please print

[Handwritten Signature]
Signature

Date: April 19, 2000

Contractor's Tax I.D. No. 94-3193317

COUNTY OF SAN MATEO
Departmental Correspondence

Date: September 13, 2001

TO: Priscilla Harris-Morse, Risk Manager
FROM: Jane Marks, Alcohol and Drug Services
Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE
SUBJECT: Contract Insurance Approval

CONTRACTOR: Free At Last

DOES CONTRACTOR TRAVEL? IF YES, WHAT PERCENT OF CONTRACTED
Yes TIME?

DUTIES:

Provides alcohol and drug prevention and residential, perinatal, and nonresidential treatment services to adolescents, adults, and women with children.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	\$2M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Additional Insured				
Automobile Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	None	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> No employees				

Remarks/Comments:

Signature: Priscilla Morse
Risk Management

Insform.wp

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/10/01

PRODUCER
Gallagher Heffernan Insurance
Brokers, Inc. - CA Lic.#0726293
One Market Spear Twr Ste 200
San Francisco, CA 94105

INSURED
Free At Last Community Recovery & Reha
1796 Bay Road
East Palo Alto, CA 94303

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

INSURER A: Travelers Insurance Company
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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	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"/> PRO-JECT <input type="checkbox"/> LOC	660784X7336	09/01/01	09/01/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	8101844W376	09/01/01	09/01/02	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 EA ACC \$ AUTO ONLY: AGG \$ EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 County of San Mateo and its respective divisions, officers, agents and employees are included as Additional Insureds per CG2026, attached.

CERTIFICATE HOLDER
San Mateo County Drug & Alcohol Services
400 Harbor Blvd., Bldg. B
Belmont, CA 94002

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION Ten Day Notice for Non-Payment

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
Jim Dove

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Client#: 734

FREET

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/10/01

PRODUCER
Gallagher Heffernan Insurance
Brokers, Inc. - CA Lic.#0726293
One Market Spear Twr Ste 200
San Francisco, CA 94105

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

INSURED
Free At Last Community Recovery & Reha
1796 Bay Road
East Palo Alto, CA 94303

INSURER A: American Automobile Insurance Comp
INSURER B: Connecticut Indemnity Company
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.

INSR/LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOC JECT	MZGB0762820	07/01/00	09/01/01	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car	MZGB0762820	07/01/00	09/01/01	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ECF108140	07/01/01	07/01/02	<input checked="" type="checkbox"/> TWO STATUS - OTHER LTD BEN LIMITS: PER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The County Of San Mateo, Its Officers, Agents, Employees And Legal Representatives Are Included As Additional Insureds
RE: Named-Insured Use/Lease Of The Following Dwellings & Locations For Their Program Operations: (1) California House, 1560 California Street, (See Attached Descriptions)

CERTIFICATE HOLDER

County Of San Mateo
Human Services Agency
262 Harbor Blvd.
Belmont, CA 94002-5008

ADDITIONAL INSURED: INSUREE LETTER

CANCELLATION Ten Day Notice for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL PROVIDE BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. JUSTICE SERVICES DIVISION OF THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
INSURER'S AUTHORIZED REPRESENTATIVE
AUTHORIZED REPRESENTATIVE
Jim Davis