

**SECOND AMENDMENT TO THE FLAT RATE AGREEMENT WITH
FREE AT LAST
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and FREE AT LAST (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on October 29, 2002, the parties hereto entered into a flat rate Agreement for the furnishing of certain services by Contractor to County as set forth in that Agreement; and

WHEREAS, on January 28, 2003, the parties hereto entered into a first Amendment to the flat rate Agreement for the furnishing of certain services by Contractor to County as set forth in that Amendment; and

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

CHANGE #1: Add to paragraph 1 of the body of the Agreement the following:

Exhibit H: County Funded Needle Exchange Services and Rates of Payment for Those Services

CHANGE #2: Delete paragraph 3.A. Maximum Amount from the body of the Agreement and insert new Paragraph 3.A. to read as follows:

**A. Maximum Amount
In full consideration of Contractor's performance of the services described in the Exhibits, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed SEVEN HUNDRED THIRTEEN THOUSAND THREE HUNDRED TWENTY DOLLARS (\$713,320) for the contract term.**

CHANGE #3: Insert new Exhibit H, attached hereto and incorporated by reference herein.

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

1. The Agreement of October 29, 2002, and the first Amendment of January 28, 2003, 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 October 29, 2002, and the first Amendment of January 28, 2003, 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: _____
Rose Jacobs Gibson, President
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

FREE AT LAST

By: Deborah Vargas Executive Director
Name, Title - please print

Deborah Vargas
Signature

Date: 1/31/03

EXHIBIT H

County Funded Needle Exchange Services and Payments FREE AT LAST March 1, 2003 through June 30, 2003

Contractor will provide the following needle exchange services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. The California Health and Safety Code Section 11364.7 provides that, "no public entity, its agents, or employees shall be subject to criminal prosecution for distribution of hypodermic needles or syringes to participants in clean needle and syringe exchange projects authorized by the public entity pursuant to a declaration of a local emergency due to the existence of a critical local health crisis". The County of San Mateo is currently under a declaration by the Board of Supervisors that allows Needle Exchange to legally occur through county employees and agents of the County. All payments under this Agreement must directly support services specified in this Agreement. Services will be culturally and language appropriate for the population specified in Contractor's Needle Exchange proposal dated December 5, 2002.

I. COUNTY FUNDED NEEDLE EXCHANGE START-UP ACTIVITIES

The initial start-up activities will take place during the month of March 2003. As part of the start-up activities Contractor will:

- A. Hire and train one (1) part-time project coordinator.
- B. Hire and train two (2) part-time outreach workers.
- C. Purchase equipment and supplies including: van retrofit for biohazard waste, HIV Prevention Project box kit from Sociometrics, syringes, biohazard boxes, gloves, and other related supplies as outlined in Contractor's Needle Exchange proposal.
- D. Initiate outreach efforts.
- E. Develop a database and forms for reporting.
- F. Create informational and educational handout materials.
- G. Develop a referral process for clients to social and medical services.
- H. Develop press release to inform community and government agencies about the Needle Exchange project.
- I. Implement community education for police, city officials and community leaders.

II. COUNTY FUNDED NEEDLE EXCHANGE UNITS OF SERVICE:

As part of the needle exchange project, Contractor will:

- A. Provide services to a minimum of seven hundred fifty (750) individual injection drug users (IDU) through the Needle Exchange project.
- B. Exchange a minimum of five thousand six hundred twenty-five (5,625) syringes.
- C. Distribute a minimum of five hundred sixty-three (563) social service referral information sheets and educational pamphlets to IDU clients during the needle exchange sessions.
- D. Refer a minimum of seventy-five (75) client referrals to medical and social services.
- E. Provide a total of eight hundred ninety-three (893) hours of staff availability designated specifically for the Needle Exchange Program.

III. COUNTY FUNDED NEEDLE EXCHANGE SERVICES:

- A. Contractor will provide needle exchange sessions four (4) times per week. The needle exchange sessions will take place two (2) times per week in East Palo Alto, one (1) time per week in East Menlo Park, Belle Haven area, and one (1) time per week in Redwood City, North Fair Oaks area.
- B. Contractor's needle exchange staff will transport and dispense syringes at designated sites according to the protocol identified in Contractor's Needle Exchange proposal dated December 5, 2002. Biohazard materials will be delivered to a designated disposal site at the San Mateo Medical Center.
- C. Contractor will provide:
 - 1. One (1) for one (1) needle exchange. With the exception of cases where there is no needle to exchange (such as a recent release from jail or a hospital) individuals will be allowed to have up to five needles initially.
 - 2. Outreach and referral to various County and community-based organizations.

3. Referrals to treatment at Free At Last or if treatment at Free At Last is not appropriate a referral will then be made to a County Alcohol and Other Drug Services social worker for assessment.
4. Training, education and presentations to local government staff, police departments, County Sheriff's Department, and City officials in both East Palo Alto and Menlo Park.
5. Street and community outreach to include primary prevention and intervention services.
6. Recruitment of individuals for communicable disease testing, provide risk reduction information and encourage clients to seek treatment.
7. Referrals to services including: literacy assessment, job training, computer access and parenting classes.

III. COUNTY FUNDED NEEDLE EXCHANGE RATES OF PAYMENTS

In consideration of the County funded Needle Exchange services provided by Contractor, the maximum contract obligation for these Needle Exchange services contained in this Exhibit is FORTY THOUSAND FOUR HUNDRED SIXTY-EIGHT DOLLARS (\$40,468).

- A. From these funds County shall pay Contractor an advanced payment of ELEVEN THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$11,780) for start-up costs for the Needle Exchange services in accordance with the approved start-up budget, for the start-up activities outlined above. Contractor's start-up activities will comply with Section III.A.1. of Attachment 6. Payment shall be based on estimate of Contractor's actual costs and shall be made in advance upon approval of this Agreement and Contractor's itemized statement of start-up costs and approval by the Alcohol and Drug Services Administrator or her designee. Reconciliation of payments and costs will be made upon submission of receipts by Contractor to the County for actual costs. In no case will the maximum County obligation for Needle Exchange start-up activities exceed ELEVEN THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$11,780).
- B. County shall pay Contractor a maximum of TWENTY-EIGHT THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS (\$28,688) for on-going Needle Exchange services for the period April 1, 2003 through June 30, 2003.

1. The monthly rate of payment for on-going Needle Exchange services is NINE THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND SIXTY-SIX CENTS (\$9,562.66) for the period April 1, 2003 through June 30, 2003.

FAL Amd 2 Exhibit H 02.doc

COUNTY OF SAN MATEO
Departmental Correspondence

Date: September 18, 2002

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? Yes

DUTIES:

Provides alcohol and drug prevention and treatment services to adolescents and adults.

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		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> No employees				

Remarks/Comments:

Signature: Priscilla Morse
Risk Management

Insurance Request form.doc

Client#: 734

FREEST

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/18/02

PRODUCER
Arthur J. Gallagher & Co. Inc.
Brokers of CA Ins. Lic.#0725293
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 & Rehab
1795 May Road
East Palo Alto, CA 94303

INSURER A: Travelers Insurance Company
INSURER B: Phoenix Assurance
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.

CLASSIFICATION	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. AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> PER. <input type="checkbox"/> LOC	X880807X711402	09/01/02	09/01/03	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (ANY ONE TYPE) \$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 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 BARABE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	8703D34W88902	09/01/02	09/01/03	COMBINED SINGLE LIMIT (EA OCCUR) \$1,000,000 BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE (PER OCCUR) AUTO ONLY, EA ACCIDENT \$ OTHER THAN AUTO ONLY, EA ACC \$ EA ACC \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY OTHER	ECF10B140	07/01/02	07/01/03	<input checked="" type="checkbox"/> LWD STAT. <input type="checkbox"/> BOTH <input type="checkbox"/> BODILY INJURY E.L. BODILY INJURY \$1,000,000 E.L. DISEASE-CA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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 attendant endorsement Re: Named insured programs, Operations & activities Date: Policy Term

CERTIFICATE HOLDER: San Mateo County Drug & Alcohol Services
400 Harbor Blvd., Bldg. B
Redwood City, CA 94062

ADDITIONAL INSURER: INSURER LETTER

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE DATE THEREOF, THE ISSUING INSURER WILL MAINTAIN THE POLICY IN FORCE UNTIL THE CERTIFICATE HOLDER HAS BEEN ADVISED BY THE ISSUING INSURER.

AUTHORIZED REPRESENTATIVE: *Tom Davis*

POLICY NUMBER: X660807X712402

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON or ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

San Mateo County Drug & Alcohol Services

400 Harbor Blvd., Bldg. B

Belmont, CA 94002

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by or rented to you.

County of San Mateo and its respective divisions, officers, agents and employees are included as Additional Insureds per attendant endorsement RE: Named-Insured programs, Operations & activities
Date: Policy Term

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

AS RESPECTS LIABILITY, IT IS AGREED THAT ALL RIGHT OF SUBROGATION IS HEREBY WAIVED UNDER SUCH INSURANCE POLICY AS RESPECTS THE ADDITIONAL INSUREDS AS IDENTIFIED IN THIS ENDORSEMENT.

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.