

**FIRST AMENDMENT TO FY 2005-06 FLAT RATE AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO  
AND FREE AT LAST**

THIS FIRST AMENDMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
Free at Last, hereinafter called "Contractor";

WITNESSETH:

**WHEREAS**, on August 29, 2005, the parties hereto entered into Agreement # 067447 for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement ("the Original Agreement"); and

**WHEREAS**, it is now the mutual desire and intent of the parties hereto to amend that Agreement to increase the funding amount by \$41,424 for Men's residential services.

**NOW, THEREFORE**, the Agreement is hereby amended to read as follows:

1. Exhibit C is hereby deleted and replaced in its entirety by Exhibit C1 attached hereto.
2. Exhibit P is hereby deleted and replaced in its entirety by Exhibit P1 attached hereto.
3. Section 1 ("Exhibits and Attachments") is hereby amended and replaced in its entirety as follows:

Exhibit A:	State Net Negotiated Amount (NNA) Funded Alcohol and Drug Treatment Services and Rates of Payment
Exhibit B:	NNA Funded Alcohol and Drug Prevention Services and Rates of Payment
Exhibit C1:	County Funded Alcohol and Drug Treatment Services and Rates of Payment
Exhibit D:	Nonreimbursable Services
Exhibit E:	Outcome Based Management (OBM) and Budgeting Responsibilities
Exhibit P1	Flat Rate Agreement Rates of Payment
Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	HIV/AIDS Services
Attachment 4:	Payment and Monitoring Procedures
Attachment 5:	Program Specific Requirements
Attachment 6:	Equal Benefits Compliance
Attachment 7:	Additional State Negotiated Net Amount (NNA) Requirements

4. Section 3.A. ("Payments") 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 THREE HUNDRED EIGHTY THOUSAND NINE HUNDRED AND TWENTY DOLLARS (\$380,920) for the contract term.

5. Section 11, Non-Discrimination and Other Requirements, Item G, Compliance with Contractor Employee Jury Service Ordinance, is hereby added as follows:

"G. *Compliance with Contractor Employee Jury Service Ordinance.*

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service."

6. All other terms and conditions of the Agreement dated July 1, 2005, between the County and Contractor shall remain in full force and effect.

7. This Amendment, including any exhibits attached hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Agreement 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 not expressly stated in this document are not binding. All subsequent modifications 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 to this First Amendment.

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
Jerry Hill  
President, Board of Supervisors

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

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

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

**FREE AT LAST**

Gerardo Barragan, Acting CEO

\_\_\_\_\_  
Name, Title – Print

\_\_\_\_\_

**EXHIBIT C1 (Flat Rate Agreement)**  
**County Funded Alcohol and Drug Treatment Services and Payments**  
**FREE AT LAST**  
**July 1, 2005 through June 30, 2006**

Contractor will provide the following County funded alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide treatment services which are culturally and language appropriate to the population identified in Contractor's treatment proposal. Contractor will give priority for admission to San Mateo County residents. Contractor will provide the following services to individuals, hereinafter referred to as "program participants", who meet Alcohol and Drug Services treatment criteria.

**I. COUNTY FUNDED RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES:**

Contractor will give priority for admission to Underserved Populations (as stated in Attachment 5, Section IV-B1) and the participants who are 1) at high risk of HIV infection: IV and stimulant drug users and their partners; and/or 2) need treatment as an alternative to involvement with the criminal justice system or for post-release into the community. Contractor will provide the following services:

- A. Residential Alcohol and Drug Treatment Units of Service  
Admit to Contractor's residential alcohol and drug treatment program a minimum of five (5) program participants who meet the population criteria identified in Contractor's treatment proposal. Provide a total of nine hundred forty five (945) days of residential alcohol and drug treatment services to be allocated by Contractor.
- B. Residential Alcohol and Drug Treatment Services  
Contractor's basic women's residential alcohol and drug treatment services will include, but not be limited to:
1. Provide each program participant with a minimum of six (6) hours of group therapy to address recovery issues including denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills.
  2. Provide a structured program including, but not limited to, group and individual counseling, art therapy, parenting education, twelve-step meetings, and family socialization activities.
  3. Provide ancillary support services including access to legal support, HIV/AIDS, HEP A.B.C, and STD testing, literacy assistance and supportive educational training and job search, and additional medical/mental health assessments to those participants identified as having special needs.

4. Develop an aftercare recovery plan with each program participant which includes parenting groups, early recovery groups, individual and family counseling, participation in special interest groups, and weekly attendance at twelve step meetings.
- C. Residential Alcohol and Drug Treatment Rates of Payment  
See Exhibit P1

## II. County Funded Men's Residential Services

Contractor will give priority for admission to Underserved Populations (as stated in Attachment 5, Section IV-B1) and the participants who are 1) at high risk of HIV infection: IV and stimulant drug users and their partners; and/or 2) need treatment as an alternative to involvement with the criminal justice system or for post-release into the community. Contractor will provide residential alcohol and drug treatment services from, April 1, 2006 to June 30, 2006. Contractor will develop and implement a process for transitioning any program participants who have not completed the residential program out of this program and into other appropriate services no later than December 31, 2006. Contractor will provide the following services:

- A. Men's Residential Alcohol and Drug Treatment Units of Service  
Admit to Contractor's residential alcohol and drug treatment program a minimum of eight (8) program participants who meet the population criteria identified in Contractor's treatment proposal. Provide a total of six hundred ninety (690) days of residential alcohol and drug treatment services to be allocated by Contractor.
- B. Residential Alcohol and Drug Treatment Services  
Contractor's basic men's residential alcohol and drug treatment services will include, but not be limited to:
  1. Provide each program participant with a minimum of six (6) hours of group therapy to address recovery issues including denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills.
  2. Provide a structured program including, but not limited to, group and individual counseling, art therapy, parenting education, twelve-step meetings, and family socialization activities.
  3. Provide ancillary support services including access to legal support, HIV/AIDS, HEP A.B.C, and STD testing, literacy assistance and supportive educational training and job search, and additional medical/mental health assessments to those participants identified as having special needs.
  4. Develop an aftercare recovery plan with each program participant which includes parenting groups, early recovery groups, individual

and family counseling, participation in special interest groups, and weekly attendance at twelve step meetings within in reasonable time for transition.

- C. Residential Alcohol and Drug Treatment Rates of Payment  
See Exhibit P1

**EXHIBIT P1 - FLAT RATE AGREEMENT RATES OF PAYMENT**

**Alcohol and Drug Treatment and Prevention Services**

**FREE AT LAST**

**July 1, 2005 through June 30, 2006**

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

<b>Service Modality</b>	<b>Authorized Contract Amount</b>	<b>Monthly Amount</b>	<b>Authorized Units – Staff Available Hours (SAH), or Bed Days (BD)</b>	<b>Counseling Hours (where applicable)</b>	<b>Authorized Unit Rate</b>
NNA Funded Perinatal Residential	\$162,738	\$13,561.50	1,824 BD		\$89.22
NNA Funded Non Residential	\$39,504	\$3,292.00	1,250 SAH		\$31.60
County Funded Adult Residential	\$47,297	\$3,941.42	945 BD		\$50.00
NNA Funded Prevention	\$89,957	\$7,496.42	3,214 SAH		\$27.99
County Funded Men's Residential	\$41,424	\$13,808.00	690 BD		\$60.03
Total Maximum Contract Obligation	<b>\$380,920</b>				