

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
FREE AT LAST**

THIS AMENDMENT TO THE AGREEMENT, 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, 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 Resolution 068187, the parties entered into a Flat Rate Agreement ("the Original Agreement") for FY 2006-07, to provide Alcohol And Drug Treatment And Prevention Services; and

WHEREAS, on February 27, 2007, under Resolution 068575, the parties amended the Original Agreement to add the sum of \$82,848, for a new maximum obligation of \$515,377; and

WHEREAS, on June 5, 2007, under Resolution 068772, the parties amended the Original Agreement to add the sum of \$265,420, for additional services, a Cost of Business Increase (COBI), for a new maximum obligation of \$780,797, and to extend the term to 12/31/2007; and

WHEREAS, it is now necessary to amend the Original Agreement to add the sum of \$47,718, for a new total maximum of \$828,515, and to extend the term 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 B1: Description of Services State Negotiated Net Amount (NNA), is hereby deleted and replaced in its entirety by Exhibit B2, attached hereto.  
Exhibit P2: Rates of Payment, is hereby deleted and replaced in its entirety by Exhibit P3, 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 EIGHT HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED-FIFTEEN DOLLARS (\$828,515) for the contract term.

4. The Flat Rate Agreement between the parties dated July 1, 2006, and Amended by a First Amendment on February 27, 2007, and again Amended by a Second 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

**Free at Last**

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

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

**EXHIBIT B2- Description of Services**  
**State Negotiated Net Amount (NNA) Funded Alcohol and Drug  
Prevention Services and Payments  
(FLAT RATE TREATMENT SERVICES AGREEMENT)  
FREE AT LAST  
July 1, 2006 through June 30, 2008**

Contractor will provide the following NNA-funded alcohol and drug prevention services at mutually agreed upon locations in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide the following services:

**I. NNA-FUNDED ALCOHOL AND DRUG PREVENTION SERVICES**

Contractor will provide the following NNA-funded alcohol and drug prevention services:

**A. Youth Outreach**

1. Provide information to six hundred (600) youth in the East Palo Alto community and their family members through presentations to classes, participation at health fairs, and group education sessions.
  - a. Provide prevention education sessions to students at elementary schools in East Palo Alto. Coordinate with Connect Family Resource Center (FRC) to establish guidelines and culturally/age appropriate topics. Presenters will be Contractor's bilingual outreach team members and/or youth counselors.
2. Provide street outreach to five hundred (500) youth in the East Palo Alto community to increase their awareness of risk behaviors leading to addiction and its consequences and to invite them to participate in prevention activities per fiscal year.
3. Provide five (5) hours per week of problem identification and referral services to youth who may benefit from alcohol and drug treatment or other services in the community.

**B. Youth Drop-in Center**

1. Contractor's program staff will develop and document strategies for improvement of the effectiveness of the youth services provided at the Youth Drop-in Center. Evaluate the effectiveness of the services provided and include progress in quarterly narrative reports.
2. Keep the Youth Drop-in Center open and staffed five (5) days per week, ten (10) hours per day. A minimum of five hundred (500) youth will utilize the Youth Drop-in Center.
3. Provide six (6) hours per week of problem identification and referral services at the Drop-in Center for youth who may benefit from alcohol and drug treatment services, prevention education/alternative

activities, and/or other support services available in the community that promote a drug-free lifestyle. Outreach and Youth Drop-in Center services will identify and refer a combined total of six hundred and ninety (690) youth per fiscal year.

4. Provide six (6) onsite vocational sessions of one (1) hour each.
5. Provide fifteen (15) on-site life skills sessions of one (1) hour each.
6. Provide three (3) special community events either on-site or at an alternate site within East Palo Alto.
7. Publicize the Youth Drop-in Center, events, and activities through community outreach.

C. **Parent Education**

Provide parenting education and/or training of trainers workshops as follows:

1. Provide a five-week bilingual parenting program targeting local community programs for parents of students attending Green Oaks Academy and Cesar Chavez School. Each session will be two (2) hours in length, for a total of ten (10) hours. Provide the parenting program to forty-two (42) parents per fiscal year.
2. Provide three (3) Train the Trainers workshops to train parents and Contractor's staff members who want to learn to facilitate a parenting support group. Each workshop will be three (3) hours in length. Offer the workshops at Contractor's program site. Provide Train the Trainers workshops to twenty four (24) individuals.

D. **Prevention Hours of Staff Availability:**

Provide five thousand four hundred thirty four (5,434) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time per fiscal year. The hours of staff availability are the contracted units of service.

**II. COLLABORATION AND LINKAGES**

Contractor will work collaboratively with the Connect FRC in providing its alcohol and drug prevention services to the East Palo Alto community. Contractor will include progress on collaborative efforts in the quarterly narrative reports.

**III. ENVIRONMENTAL PREVENTION**

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. Include progress on these efforts in quarterly narrative reports.

**IV. NNA FUNDED PREVENTION SERVICES RATES OF PAYMENT**

See Exhibit P3 – Rates of Payment.

**EXHIBIT P3**  
**RATES OF PAYMENT**  
**(Flat Rate Treatment Agreement)**  
**Free at Last**  
**July 1, 2006 through June 30, 2007**

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>Authorized Unit Rate</b>	<b>Program Participants to be served</b>
County Funded Residential	\$ 48,716	\$ 4,059.67	946	\$ 51.50	5
County Funded Men's Residential (one time funding)*	\$ 82,848	\$ 13,808.00	1,380	\$ 60.03	8
County Funded Men's Residential (one time funding)**	\$ 82,848	\$ 13,808.00	1,380	\$ 60.03	8
NNA Funded Non Residential	\$ 40,689	\$ 3,390.75	1,250	\$ 32.55	15
NNA Funded Perinatal Residential	\$ 167,620	\$ 13,968.33	1,824	\$ 91.90	6 women 4 children
NNA Funded Prevention	\$ 92,656	\$ 7,721.33	3,214	\$ 28.83	250 youth
Total Maximum Contract Obligation	\$ 515,377				

\*Note: This funding is available through 12/31/06 only

\*\* This funding is available from 1/1/07 through 6/30/07

**Funding for 7/1/2007 through 12/31/2007**

<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>Authorized Unit Rate</b>	<b>Program Participants to be served</b>
County Funded Residential	\$ 25,089	\$4,182	386	\$ 65.00	3
County Funded Men's Residential (one time funding)*	\$ 85,333	\$14,222	1313	\$ 65.00	8
NNA Funded Non Residential	\$ 20,955	\$3,493	488	\$ 43.00	7
NNA Funded Perinatal Residential	\$ 86,325	\$14,388	912	\$ 94.65	3 women 2 children
NNA Funded Prevention	\$ 47,718	\$7,953	1110	\$ 43.00	125 youth
# Contract Obligation for 7/1/07 through 12/31/07	\$ 265,420				

<b>Total Maximum Contract Obligation</b>	<b>\$780,797</b>
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**Funding for 01/01/2008 through 06/30/2008**

<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>Authorized Unit Rate</b>	<b>Program Participants to be served</b>
NNA Funded Prevention	\$ 47,718	\$7,953	1110	\$ 43.00	125 youth
# Contract Obligation for 01/01/2008 through 06/30/2008	\$ 47,718				
<b>Total Maximum Contract Obligation under this Agreement</b>	<b>\$828,515</b>				