

**COUNTY OF SAN MATEO
Departmental Correspondence**

Date: July 11, 2001
Hearing Date: July 31, 2001

TO: Honorable Board of Supervisors

FROM: Maureen D. Borland, Director, Human Services Agency
Yvonne Frazier, Administrator, Alcohol and Drug Services *MB*
YF

SUBJECT: Agreement with Asian American Recovery Services for Alcohol and Drug Treatment and Prevention Services for the One-Year Period 7/1/2001 Through 6/30/2002

RECOMMENDATION:

Adopt a resolution:

- 1) authorizing the President of the Board to execute an agreement with Asian American Recovery Services (AARS) in the amount of \$127,120 for the one-year period 7/1/2001 through 6/30/2002; and
- 2) authorizing the Director of the Human Services Agency to execute amendments and minor modifications during the term of the agreement, however, such authority is limited to:
 - a) reducing the County's maximum fiscal obligation in the event there is a commensurate reduction in the term of the agreement, the units of service or the types of service provided by Contractor,
 - b) increasing the County's maximum fiscal obligation in the event there is a commensurate increase in the term of the agreement, the units of service and/or the types of services provided by Contractor, however, said increase(s) shall be limited to a total of \$25,000, and
 - c) making changes in the types or units of service provided by Contractor, as long as the changes have no impact on the County's maximum fiscal obligation.

Background:

The State allocates funds to counties through a combined Drug/Medi-Cal (D/MC) and Negotiated Net Amount (NNA) contract for alcohol and drug prevention and treatment services. The agreement with Asian American Recovery Services contains services funded through the NNA portion which contains funding from State general funds, Federal block grant funds and drug-free school funds.

In fiscal year 2000-2001 the Board of Supervisors approved a one-year agreement with AARS to provide alcohol and drug treatment and prevention services. Alcohol and Drug Services recommends contracting with AARS to continue providing services throughout FY2001-2002

As the Human Services Agency's Outcome Based Management pilot program, Alcohol and Drug Services developed performance measures for both treatment and prevention services and collected baseline data from contracted treatment and prevention programs throughout FY2000-2001.

Discussion:

The Contractor will provide Center for Substance Abuse Prevention (CSAT) funded Methamphetamine "MATRIX Trial" treatment services through 9/30/2001, which is the end of the three-year grant period. The Matrix model provides specialized outpatient treatment services to individuals whose primary drug of abuse is methamphetamine. The Contractor participates with the University of California at San Francisco (UCSF) project evaluators and other MATRIX Trial treatment programs to assure service delivery consistent with the MATRIX Trial project design. Assessment and follow-up using the Addiction Severity Index are included in Alcohol and Drug Services' Outcome Based Management objectives for treatment services.

AARS will provide a youth-focused alcohol and drug prevention program which includes a life skills component, alcohol- and other drug-free activities and environmental prevention strategies using a youth development approach to planning and implementation, and a peer education support group.

Outcome measures for alcohol and drug treatment and prevention services are included in the Human Services Agency's Outcome-Based Management (OBM) Program Plan. Progress on data collection and projected targets for FY2001-2002 is summarized in the attached charts.

The agreement and resolution have been reviewed and approved as to form by the County Counsel's office.

Term and Fiscal Impact:

The term of this one-year agreement is from July 1, 2001 through June 30, 2002. The total contract obligation is \$127,120, which is included in the FY2001-2002 preliminary budget for Alcohol and Drug Services. Of this amount, \$114,620 is from State and Federal block grant funds for prevention services. The remaining \$12,500 is from a Federal grant for CSAT Methamphetamine "MATRIX TRIAL" treatment services for the three-month period 7/1/2001 through 9/30/2001 only. There is no Net County Cost associated with this contract.

Esther Lucas, ext. 6432
cc: Deborah Penny Bennett, Deputy County Counsel

Performance Measures for Alcohol and Drug Services

Alcohol and Drug Services is in compliance with the Human Services Agency's Outcome-Based Management (OBM) Program Plan. Below are the Recommended Performance Measures included in the OBM Plan.

Alcohol and Drug Treatment Services

Outcome-Based Management Performance Measures*	FY2000-2001 Baseline Data*	Projected for FY2001-2002
Percent of clients reducing or abstaining from alcohol and drug use at 3 months and 9 months post-intake.	3 months - 89% 9 months - 82%	3 months - 85% 9 months - 75%
Percent of clients detained or incarcerated (within last 30 days), or awaiting charges, trial or sentencing at 3 months and 9 months post-intake.	3 months - 13% 9 months - 20%	3 months - 15% 9 months - 20%
Percent of criminal justice involved clients retained in treatment or until completion of program.	75%	75%
Percent of clients referred or completing treatment, by modality: 1) Outpatient 2) Residential Detoxification/Non-Hospital 3) Residential Treatment 4) Intensive Outpatient/Day Treatment TOTAL	1) 48% 2) 75% 3) 60% 4) <u>42%</u> 62% average of all modalities	1) 48% 2) 75% 3) 60% 4) <u>42%</u> 62% average of all modalities
Percent of clients employed at 3 months and 9 months post-intake.	3 months - 36% 9 months - 32%	3 months - 35% 9 months - 40%

* Based on year-to-date figures as of third quarter ending March 31, 2001

The year-end data for FY 2000-2001 will be available and reviewed in August 2001. Based on the year-end data, the projected targets for FY 2001-2002 may be adjusted accordingly at a later date.

Alcohol and Drug Prevention Services

Outcome-Based Management Performance Measures	Projected for FY2000-2001	FY 2000-2001 Baseline Data*	Projected for FY 2001-2002
Number of participants served in: A) school linked programs B) education/outreach programs C) youth development programs	A) 459 B) 19,530 C) 445	A) 597 B) 24,472 C) 656	A) 460 B) 19,550 C) 450
Number of participants participating in cognitive skill building (tutoring/education, problem solving/decision making/critical thinking, communication and leadership development).	20,434	25,725	20,460
Percentage of participants completing the program demonstrating increased achievement motivation	N/A	Baseline data will be available by August 2001.	Projection to be developed from FY2000-2001 baseline.
Percentage of participants completing the program demonstrating a positive view of personal future	N/A	Baseline data will be available by August 2001.	Projection to be developed from FY2000-2001 baseline.
Percentage of participants completing the program demonstrating increased planning and decision making skills	N/A	Baseline data will be available by August 2001.	Projection to be developed from FY2000-2001 baseline.
Percentage of youth (Grade 6 and above) completing the program reporting abstinence of reduction in the use of alcohol, tobacco, and/or other drugs	N/A	Baseline data will be available by August 2001.	Projection to be developed from FY2000-2001 baseline.

*Based on year-to-date figures as of third quarter ending 3/31/01.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH ASIAN AMERICAN RECOVERY SERVICES FOR THE PROVISION OF ALCOHOL AND DRUG TREATMENT AND PREVENTION SERVICES FOR THE ONE-YEAR PERIOD 7/1/2001 THROUGH 6/30/2002; AND AUTHORIZING THE DIRECTOR OF THE HUMAN SERVICES AGENCY TO EXECUTE SUBSEQUENT AMENDMENTS AND MINOR MODIFICATIONS DURING THE TERM OF THE AGREEMENT, HOWEVER, SUCH AUTHORITY IS LIMITED TO:

- A) REDUCING THE COUNTY'S MAXIMUM FISCAL OBLIGATION IN THE EVENT THERE IS A COMMENSURATE REDUCTION IN THE TERM OF THE AGREEMENT, THE UNITS OF SERVICE OR THE TYPES OF SERVICE PROVIDED BY CONTRACTOR,
- B) INCREASING THE COUNTY'S MAXIMUM FISCAL OBLIGATION IN THE EVENT THERE IS A COMMENSURATE INCREASE IN THE TERM OF THE AGREEMENT, THE UNITS OF SERVICE AND/OR THE TYPES OF SERVICES PROVIDED BY CONTRACTOR, HOWEVER, SAID INCREASE(S) SHALL BE LIMITED TO A TOTAL OF \$25,000, AND
- C) MAKING CHANGES IN THE TYPES OR UNITS OF SERVICE PROVIDED BY CONTRACTOR, AS LONG AS THE CHANGES HAVE NO IMPACT ON THE COUNTY'S MAXIMUM FISCAL OBLIGATION.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that
WHEREAS, this Board has been presented with a form of the Agreement and has examined and approved it as to both form and content and desires to enter into said Agreement:

NOW, THEREFORE IT IS HEREBY RESOLVED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

BE IT FURTHER RESOLVED, that the Director of the Human Services Agency shall be authorized to execute subsequent amendments and minor modifications thereto during the term of the Agreement, however, such authority is limited to:

- a) reducing the County's maximum fiscal obligation in the event there is a commensurate reduction in the term of the agreement, the units of service or the types of service provided by Contractor,
- b) increasing the County's maximum fiscal obligation in the event there is a commensurate increase in the term of the agreement, the units of service and/or the types of services provided by Contractor, however, said increase(s) shall be limited to a total of \$25,000, and
- c) making changes in the types or units of service provided by Contractor, as long as the changes have no impact on the County's maximum fiscal obligation.

**AGREEMENT WITH
ASIAN AMERICAN RECOVERY SERVICES
FOR ALCOHOL AND DRUG TREATMENT AND PREVENTION SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and ASIAN AMERICAN RECOVERY SERVICES, hereinafter called "Contractor";

W I T N E S S E T H:

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/ Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug treatment and prevention services; in accordance with **State and Federal laws, regulations and funding mandates.**

The following exhibits and attachments are attached hereto and incorporated by reference therein.

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

1. **Exhibits and Attachments**

- Exhibit A: Center for Substance Abuse Treatment (CSAT) Funded Services and Rates of Payment for those Services.
- Exhibit B: State NNA Funded Prevention Services and Rates of Payment for those Services.
- Exhibit C: **Outcome Based Management and Budgeting Responsibilities**
 - Attachment 1: Compliance with Section 504
 - Attachment 2: Fingerprinting **Compliance**
 - Attachment 3: HIV/AIDS Services
 - Attachment 4: Payment Procedures
 - Attachment 5: Monitoring Procedures
 - Attachment 6: Program Specific Requirements
 - Attachment 7: Equal Benefits Compliance

2. **Services to be Performed by Contractor.**

In consideration of the payments hereinafter set forth in the **Exhibits and Attachments** herein, Contractor shall perform alcohol and drug treatment and prevention services as set forth in the **Exhibits and Attachments attached and incorporated by reference.**

3. **Payments.**

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in the **Exhibits**, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed **ONE HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED TWENTY DOLLARS (\$ 127,120)** for the contract term.

B. **Rate of Payment.** The rates and terms of payment shall be specified in the **Exhibits and Attachments**. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the established rates be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 3.A. above. Each payment shall be conditioned on the satisfactory performance of the services described in the **Exhibits** to the full satisfaction of the Director of Human Services or her representative.

C. **Time Limit for Submitting Invoices.** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of the **Exhibits and Attachments**. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

In order to ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided to County no later than the fifteenth (15th) day of each month.

D. **Availability of Funds.** Payment for all services provided pursuant to this Agreement are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate or pay County the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate this Agreement for unavailability of Federal, State or County funds.

E. **Program Budget.**

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. Said budget shall be subject to the approval of the Human Services Agency. Actual expenditures may exceed budgeted expenditures to the extent that actual income exceeds budgeted income.

2. Transfers between personnel and operating expenses that in the aggregate equal or exceed ten percent (10%) of the maximum amount specified in Paragraph 3.A. hereinabove or TEN THOUSAND DOLLARS (\$10,000), whichever is less, of the annual budget for contracted services may be made only upon prior authorization of the Alcohol and Drug Services Manager.

4. **Relationship of Parties.**

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless.**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees and servants, resulting from the performance of any work required of Contractor or payments made pursuant to the Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. **Insurance.**

A. Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency or any pending change in the limits of liability or of any cancellation or modification of the policy.

1) **Workers' Compensation and Employer's Liability Insurance.**

Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

2) Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her/it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself/itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability... ..\$ 3,000,000
- (b) Automobile Liability.....\$ 1,000,000
- (c) Professional Liability.....\$ 3,000,000

After one year from the date of this Agreement is first executed, the County may at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days notice to Contractor. County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Non-Discrimination.

Contractor shall comply with the non-discrimination requirements described below:

A. Section 504 of the Rehabilitation Act of 1973.

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an

equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. Non-Discrimination - General. No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. Non-Discrimination - Employment. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal opportunity employment policies shall be made available to County upon request.

D. Violation of the Non-Discrimination Provisions.

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph;
- b) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are

dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

8. Equal Benefits Compliance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

9. Child Abuse Prevention, Reporting and Fingerprinting Requirements.
Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who work at the program and/or provide services under this Agreement and who will have a supervisory or disciplinary power over a minor or any person under his/her care (Penal Code 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting will be at County's sole discretion and Contractor's sole expense.

D. **The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program.**

E. **Contractor will maintain, and make available to County upon request, a written certification for each individual employee, subcontractor, assignee, volunteer and any other person who works at the program and/or provides services under this agreement. Such certification shall state that the individual has been fingerprinted, that the results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact.**

10. **Assignments and Subcontracts.**

A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

11. **Records.**

A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

12. **Compliance with Applicable Laws.**

All services shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, and quality assurance. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. **Entire Agreement.**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

14. This Agreement is not a representation or indication of **subsequent funding or contracting** for the services described herein. The levels of services and payments set forth in this Agreement are not necessarily inclusive of start-up costs, or computed on an annualized basis.

15. **Interpretation and Enforcement.**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

(1) In the case of County, to:
San Mateo County Human Services Agency
Alcohol and Drug Services
400 Harbor Boulevard, Building C
Belmont CA 94002
(650) 802-6400

(2) In the case of Contractor, to:

Asian American Recovery Services
6181 Mission Street
Daly City, CA 94014

B. **Controlling Law.** The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

16. **Term of the Agreement.**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001, through June 30, 2002. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Michael D. Nevin, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

ASIAN AMERICAN RECOVERY SERVICES

Jeff Mori, Executive Director

Name, Title - Print

Signature

Date: July 11, 2001

Contractor's Tax I.D. # 94-3007538

EXHIBIT A

**Center for Substance Abuse Treatment (CSAT) Funded
Alcohol and Drug Treatment Services and Payments
ASIAN AMERICAN RECOVERY SERVICES
July 1, 2001 through September 30, 2001**

Contractor will provide the following CSAT funded services in accordance with the guidelines and requirements of the Catalog of Federal Domestic Assistance Number 93-230; the Guidance for Applicants (GFA) No. TI 98-002, Title: Replication and Effective Treatment for Methamphetamine, which is the funding source for these services; the PHS Grants Policy Statement (Rev. April 1, 1994), which is a compilation of the salient features of policies and various policy issues regarding the administration of grant awards; and the Grant Proposal entitled, "SUMMIT: San Mateo-UC Methamphetamine MATRIX Intervention Trial" dated June 2, 1998 and the Grant Award, Cooperative Agreement No. TI 11411-01 dated September 14, 1998.

I. CSAT FUNDED NONRESIDENTIAL METHAMPHETAMINE "MATRIX TRIAL" PROJECT SERVICES:

A. CSAT Nonresidential Methamphetamine "MATRIX Trial" Project Units of Service:

Contractor will provide CSAT nonresidential methamphetamine "MATRIX Trial" treatment services according to the MATRIX model design study, which is a study of treatment tracks for Methamphetamine abuse, outlined below. Contractor will participate in the **final three months of the three (3) year "MATRIX Trial" project** as follows:

1. Contractor will provide Methamphetamine services in accordance with the "MATRIX Trial" project model, which includes two (2) trial tracks:
 - a. Track A: **Conclusion of a sixteen (16) week "MATRIX Trial" program- "Treatment of Substance Abuse and Dependence Disorders";** and
 - c. Track B: A site-specific treatment model control group.

B. "MATRIX Trial" Program Model:

The following components make up the "MATRIX Trial" program model:

1. Individual sessions:
 - a. Admission (discussion of program);
 - b. Open discussion;
 - c. Re-evaluation (progress discussion).
2. Group sessions:
 - a. Early recovery;
 - b. Open discussion;
 - c. Social support (continuing of care).
3. Family education.
4. Conjoint sessions.
5. Urinalysis.
6. Relapse issues analysis.

C. "MATRIX Trial" Program Units of Service:

1. Over the period **7/1/01** through **9/30/01** Contractor will provide "MATRIX Trial" Methamphetamine treatment services to a maximum of **seven (7)** individuals eligible for "MATRIX Trial" program.
2. Over the period **7/1/01** through **9/30/01** Contractor will provide a total of **five hundred (500)** hours of staff availability dedicated to "MATRIX Trial" program services including face-to-face contacts, preparation time, and record keeping time.

D. "MATRIX Trial" Project Time Lines:

Projected program time line for County contract Year 3 (7/1/01 through 9/30/01). Enrollment of eligible individuals into the "MATRIX Trial" program will continue through June 30, 2001.

E. "MATRIX Trial" Program Services:

Contractor's basic "MATRIX Trial" program will include, but not be limited to the following:

1. Bilingual/bicultural services consistent with the population identified in Contractor's Grant Proposal dated June 2, 1998.

2. Provide family support for “MATRIX Trial” program participants.
3. Implementation of continuum of care.
4. Relapse prevention.
5. Implementation of court-mandated protocols.
6. Replication of the “MATRIX Trial” program model.
7. Comparison with existing treatment programs (control group).

F. “MATRIX Trial” Project Evaluation:

Contractor will work jointly with the collaborating agencies (Pyramid Alternatives and the University of California at San Francisco [UCSF]) on the “MATRIX Trial” project evaluation. The collaborative “MATRIX Trial” project evaluation will include, but not be limited to the following:

1. Contractor will participate with the evaluation and treatment team in planning and implementation meetings, “MATRIX Trial” project training sessions, and will document the planning and implementation in a weekly progress record. The weekly progress records will form the basis for a project report. The report will describe the “MATRIX Trial” project implementation process at each collaborating agency.
2. Contractor will work collaboratively with the UCSF evaluation team, which will provide assistance and oversight of the project. The “MATRIX Trial” Coordination Center will monitor whether service delivery is consistent with the “MATRIX Trial” project manuals, and ensure that service delivery remains consistent over time.
3. Economic analysis will include, but not be limited to:
 - a. Measures of program cost and cost benefit.
 - b. Program cost measures will include:
 - 1) cost per treatment day and cost per complete treatment episode;
 - 2) cost per individual improving on key outcomes (Addiction Severity Index [ASI] composite scores);
 - 3) cost per person-month off drugs; and

4) cost-benefit analysis.

G. "MATRIX Trial" Project Rates of Payment:

Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into three (3) monthly payments. In full consideration of the CSAT "MATRIX Trial" project services provided by Contractor:

1. County shall pay Contractor **FOUR THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$4,166.67)** per month for the months of **July, August and September**, not to exceed a maximum contract obligation of **TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500)** for the term of the agreement.

EXHIBIT B

State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention Services ASIAN AMERICAN RECOVERY SERVICES July 1, 2001 through June 30, 2002

Contractor will provide the following NNA funded alcohol and drug prevention services at a mutually agreed upon location in San Mateo County.

I. NNA FUNDED PREVENTION SERVICES:

- A. Contractor will provide an NNA alcohol and drug prevention program called Asian American Prevention Initiatives with the following program activities. **Referral sources may include school personnel, families and friends, participant self-referral.**
1. Provide an eight (8) session life skills program to seventy (70) middle school and high school-aged youth ages eleven (11) to eighteen (18). Each session will be two (2) hours in length. Six (6) of the sessions will be educational, focusing on drug knowledge, refusal skills, cultural pride and decision making. The remaining two (2) sessions will provide positive alcohol, tobacco and other drug (ATOD)-free activities to participants. Provide the program five (5) times throughout the term of this agreement at mutually agreed upon locations.
 2. Recruit a core group of a minimum of ten (10) youth to provide input and planning assistance for ATOD-free activities. Involve this core group of youth in planning and implementing environmental strategies described in Section I.A.5. of Exhibit B. The core group of youth will conduct ongoing prevention planning meetings for two (2) hours at least once per month. Contractor will document the meetings.
 3. Provide **eight (8)** ATOD-free alternative activities with the input and planning assistance described in Section I.A.2 of Exhibit B to a total of **one hundred fifty (150)** youth and family members. Possible activities include athletics, cultural events, field trips, ethnic celebrations, music, games, theater, etc.
 4. Provide **one (1)** peer-education/support group to a total of **twelve (12)** youth who are referred because they have started to experiment or engage in illicit drug use. Each group will meet one (1) hour per week for **thirty (30)** weeks.

5. Incorporate environmental prevention strategies into the program activities described in Sections I.A.1-4 of Exhibit B. Specifically, environmental activities will focus on promotional activities of alcohol and tobacco products targeting youth and ethnic communities and examine the broader impacts of these advertisements to the individual, the family and the community.
6. Prevention hours of staff availability:
Provide three thousand two hundred two (3,202) hours of staff availability dedicated to NNA funded alcohol and drug prevention direct program services, preparation time, and record keeping time.

B. Planning Process for Prevention Services

Contractor will participate in a planning process, to be initiated and facilitated by Human Services Agency staff, to design a coordinated multi-disciplinary approach to providing prevention services. Participation may include but is not limited to the following:

1. **Collecting and sharing information about the level and quality of services Contractor provides.**
2. **Attending planning meetings pertaining to design of the Human Services Agency's prevention services delivery system.**
3. **Participating in efforts to form linkages with other service providers, collaboratives and/or Family Resource Centers.**

C. NNA PREVENTION SERVICES RATES OF PAYMENT:

Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into twelve (12) monthly payments. In full consideration of the NNA alcohol and drug prevention services provided by Contractor:

1. County shall pay Contractor NINE THOUSAND FIVE HUNDRED FIFTY-ONE DOLLARS AND SIXTY-SEVEN CENTS (\$9551.67) per month, not to exceed a maximum contract obligation of ONE HUNDRED FOURTEEN THOUSAND SIX HUNDRED TWENTY DOLLARS (\$114,620) for the term of the Agreement.
2. All payments under this Agreement must directly support services specified in this Agreement.

EXHIBIT C
Outcome Based Management and Budgeting Responsibilities
ASIAN AMERICAN RECOVERY SERVICES

July 1, 2001 through June 30, 2002

Contractor's Responsibilities:

Engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- A. Attending planning and informational meetings;
- B. Developing program performance and outcome measurements;
- C. Collecting and submitting data necessary to fulfill measurement requirements;
- D. Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements; and
- E. Participating in a review of performance and outcome information;
- F. Complying with OBM Implementation Guidelines as specified in memos released by the Human Service Agency.

Human Services Agency's (HSA) Responsibilities

- A. Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- B. Issue and review OBM Implementation Guidelines.
- C. Conduct review of performance and outcome information.

ATTACHMENT 1

**(Required only from Contractors who provide services directly to the public
on County's behalf)**

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. () employs fewer than 15 persons.

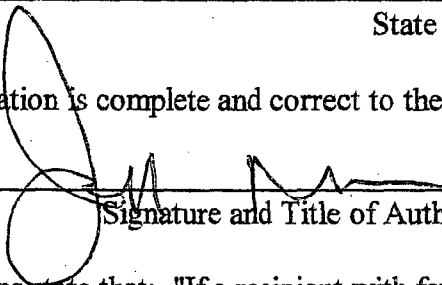
- b. (X) employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Jeff Mori

Name of 504 Person	Type or Print	
Asian American Recovery Services, Inc.	965 Mission Street, #325	
Name of Contractor(s)	Type or Print	Street Address or P.O. Box
San Francisco,	CA	94103
City	State	Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

7/11/01
Date


Signature and Title of Authorized Official

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

ATTACHMENT 2

FINGERPRINTING COMPLIANCE

Agreement with

Asian American Recovery Services, Inc.

for

Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees that its employees, subcontractors, assignees, volunteers and any other persons who **work at the program and/or provide services under this agreement**, and who will have supervisory or disciplinary power **over a minor or any person under his/her care** (Penal Code 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting will be at County's sole discretion and Contractor's sole expense.
- B. **The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program.**
- C. **Contractor will maintain, and make available to County upon request, a written certification for each individual employee, subcontractor, assignee, volunteer and any other person who works at the program and/or provides services under this Agreement. Such certification shall state that the individual has been fingerprinted, that the results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact.**

Name Jeff Mori

Title Executive Director

Date July 1, 2001

ATTACHMENT 3
HIV/AIDS Services

July 1, 2001 through June 30, 2002

- I. **Contractor will provide the following HIV/AIDS services which are part of all Contractors' basic alcohol and drug treatment program(s):**
- A. **Contractor's Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Program, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Manager.**
 - B. **Contractor's staff will attend a minimum of two (2) hours of HIV update training specifically designed for counselors in alcohol and drug recovery programs. This requirement may be met by attendance at the San Mateo County AIDS Program in-service for alcohol and drug treatment staff, or equivalent training approved by the Alcohol and Drug Services Manager. Seventy-five percent (75%) of staff will receive this training.**
 - C. **Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS as a recovery issue, risk assessment and prevention education, culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change. Contractor must have up-to-date information readily available for participants on HIV testing and counseling, needle exchange programs and written information on HIV/AIDS and Hepatitis A, B and C. Contractor must also make access to condoms available to all program participants.**
 - D. **Contractor will consult with San Mateo County AIDS Program to determine the best way for the AIDS Program, or Contractor's staff trained by the AIDS Program, to deliver HIV/AIDS group education to program participants. HIV/AIDS group education for participants will occur monthly for two (2) hours, with participant attendance expected. Group education will be designed with recovery as a focus, and will include culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change.**
 - E. **Contractor will coordinate with the Alcohol and Drug Services Manager, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.**

ATTACHMENT 4

**Payment Procedures
ASIAN AMERICAN RECOVERY SERVICES
July 1, 2001 through June 30, 2002**

I. PAYMENTS:

- A. In the event that Contractor provides less than all services specified in **the Exhibits**, County reserves the right to pay only for the actual services provided plus an additional ten percent (10%) of the maximum contract obligation specified in Paragraph 3.A. of the body of this Agreement, subject to Paragraph I.B. of this Attachment. The payment of the additional ten percent (10%) of the maximum contract obligation will compensate Contractor for maintaining the program on a continuous basis. County shall bear no other responsibility to compensate Contractor for that service. In no event will the total payments to Contractor under this Agreement exceed the maximum contract obligation specified in Paragraph 3.A. of the body of this Agreement.
- B. Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual net allowable costs will be determined by the final/year-end Cost Report.
1. Contractor will submit to County for review and approval an annual budget covering all contracted services under this Agreement. The budget will be submitted prior to execution of this Agreement.
 2. Contractor will submit to County a final/year-end Cost Report no later than **August 15, 2002**.
 3. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Manager. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.
- C. County will pay Contractor upon Contractor's timely submission of satisfactorily completed documents, as follows: Monthly reports of direct services provided in the previous month and monthly bills in accordance with the County billing format.
1. County may withhold all or part of Contractor's monthly payment if

Contractor fails to submit timely satisfactorily completed reports, including but not limited to the following. This may apply to previous contract periods. County will release withheld payments to Contractor when County determines that Contractor has satisfactorily submitted all required documents.

- a. annual budget proposal
 - b. cost allocation plan
 - c. participant fee schedule
 - d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADS) as appropriate by program modality
 - e. quarterly revenue, expenditure and units of service reports
 - f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality
 - g. monthly units of service reports
 - h. monthly hours of staff availability reports (for services other than residential)
 - i. quarterly narrative report
 - j. outcome objectives data/report
 - k. final/year-end cost report
 - l. **Addiction Severity Index (ASI) at intake; 3 month and 9 month follow-up**
 - m. **capacity/utilization report to State**
2. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate. Invoices and/or supporting documentation that is inaccurate or contains inconsistencies must first be corrected and a new invoice submitted. County shall pay Contractor within thirty (30) days of receipt of corrected invoice and/or supporting documentation.
3. County may withhold all or part of Contractor's total payment if the Director of Human Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in the Exhibits and Attachments to this agreement.
- a. County will give thirty (30) days' prior written notice to Contractor of County's intent to withhold payment.
 - b. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately upon

County's written notice with justification to Contractor.

4. When County plans not to renew an agreement in the following fiscal year or when County plans to terminate this Agreement early, County may withhold all or part of Contractor's final payment until:
 - a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
 - b. Federal, state, or county government completes any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
5. Services provided in excess of the maximum financial obligation of County will be solely at Contractor's risk and financial responsibility.
6. **If Contractor anticipates inability to provide the fully contracted units of service for one or more cost centers, Contractor must notify the Alcohol and Drug Services Manager, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2002.**

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ATTACHMENT 5
Monitoring Procedures
ASIAN AMERICAN RECOVERY SERVICES
July 1, 2001 through June 30, 2002

I. CONTRACTOR'S RESPONSIBILITIES:

A. Reporting Requirements for Alcohol and Drug Treatment Services:

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits. Submit report within ten calendar (10) days after the end of each month.
2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to the California Department of Alcohol and Drug Programs.
3. **Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.**
4. Submit to County **quarterly narrative** reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. **Submit quarterly narrative reports by the end of the month following each quarter.**
 - a. **If the mid-year report due January 31, 2002 indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services, County may require Contractor to submit monthly narrative reports describing actual delivery of services provided under the Exhibits for the remainder of the contract term.**
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addendums thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

B. Reporting Requirements for Alcohol and Drug Prevention Services:

1. Submit to County monthly activity report for prevention services describing actual delivery of services provided, and the monthly demographic report. Submit report within ten (10) calendar days after the end of each month.
2. Submit to County the **Quarterly Expenses, Revenues and Units of Service Reports** outlining **expenses made, revenues received and units of service provided for each quarter, year-to-date**. Submit reports **within ten (10) calendar days after the end of each quarter**.
3. Submit to County **quarterly narrative reports** describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit **quarterly narrative reports by the end of the month following each quarter**.
4. **Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Manager or her designee.**
5. Submit to County annual Prevention Activities Data System (PADS) report. Submit the PADS to the County no later than **June 30, 2002**.
6. Participate in, and cooperate with policies and procedures established for the timely submissions of the Prevention Activities Data System (PADS), and other reports, as specified in this Attachment.

II. COUNTY'S RESPONSIBILITIES:

A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to, the following:

1. Monthly reports.
2. Financial reports such as annual budgets, cost allocation plans, and cost reports.
3. Quarterly Expenses, Revenues and Units of Service reports.
4. Quarterly narrative reports.
5. Outcome data/reports.
6. Other requested reports.

B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to, the following tasks:

1. Review of all pertinent participant records.
2. Appropriate interviews/discussions with participants served by Contractor.
3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
4. Meet with appropriate program management and operations staff.
5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
 - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.

6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
 - D. Provide ongoing technical assistance as needed.
 - E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

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ATTACHMENT 6

Program Specific Requirements ASIAN AMERICAN RECOVERY SERVICES July 1, 2001 through June 30, 2002

I. GENERAL ADMINISTRATIVE REQUIREMENTS:

- A. Attend each of the following meetings:
 - 1. Monthly Alcohol and Drug Treatment Provider's meetings.
 - 2. Monthly Alcohol and Drug Prevention Providers's meetings.
 - 3. **Other** meetings as required by the County.

- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)

- C. Subcontracting requirements:
 - 1. Pursuant to **Paragraph 10** of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of Human Services or her designee.

- D. **If Contractor subcontracts for any services under this agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this agreement. Contractor and county will be listed as additional insured on all applicable insurance of subcontractor.**

II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS:

- A. Maintain alcohol and drug treatment program participant records that include the following:
 - 1. CADDs form
 - 2. Intake form
 - 3. Signed fee determination
 - 4. Redetermination of fee every six (6) months
 - 5. Medical history
 - 6. Social history

7. Alcohol and drug history
 8. Presenting problem
 9. Completed Addiction Severity Index (ASI)
 10. Recovery plan
 11. Progress notes
 12. Closure summary/discharge plan
 13. Documented quarterly review by consultant/supervisor
 14. Signed release of information as required
 15. Signed consent to treatment
 16. Signed confidentiality agreement
 17. Supplementary intake and exit data survey forms (as requested by County)
- B. Administer the ASI to all adult treatment program participants who were not assessed via an ASI within 30 days prior to admission to Contractor's program(s), **and as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto** from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Program Manager, or her designee.
- C. **Make efforts to diversify program revenue sources.**
- D. **Obtain and maintain California Department of Alcohol and Drug Programs certification and/or licensure of Contractor's alcohol and drug treatment program(s).**
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Manager.
- F. **Contractor shall maintain a sliding fee scale and written payment policies which will ensure that clients' payments are commensurate with their ability to pay for services. The sliding fee scale will ensure services for those clients who are not able to pay. These documents and any amendments thereto will be submitted to the Alcohol and Drug Services Manager or her designee for approval within thirty (30) days of the execution of this Agreement.**

1. **The approved client fee schedule submitted to Alcohol and Drug Services is the fee schedule that must be utilized for all clients being served in slots supported by this Agreement. All written and verbal communications regarding fees must be consistent with this approved client fee schedule. It is not appropriate to negotiate for the purpose of referrals or other reasons, by indicating the fee can be waived or reduced. If a program wants to alter their approved fee schedule, they must submit a new fee schedule to the Alcohol and Drug Services Manager or her designee for review and approval.**

- G. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Manager, in the event that a participant appeals the manner or amount of his/her fee determination.

III. ADMINISTRATIVE REQUIREMENTS FOR PREVENTION PROGRAMS:

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to, the following:
 1. Sign-in sheets
 2. Activity logs
- B. Documentation of referral criteria, evaluation materials, and reports **pertaining to program activities.**
- C. All documentation necessary to report on progress toward outcome objectives of services specified in Attachment 5.
- D. Other documentation and statistical information as determined by the Alcohol and Drug Services Manager in consultation with Contractor.
- E. **Administer alcohol and drug prevention program surveys as directed by the Alcohol and Drug Services Manager or her designee.**

IV. PROGRAM CERTIFICATION:

In performing the services described in **the Exhibits** Contractor shall perform the following services and abide by the following provisions:

- A. Program Requirements:
 1. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.
 2. Make use of available community resources, including recreational resources.

3. Operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location.
4. Perform outreach activities to encourage individuals in need of alcohol and/or other drug services to reach these services.

B. Underserved Populations Requirements:

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
 - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs and/or alcohol- and drug-related materials in order to meet the needs of the people in the community(ies) served by Contractor.
 - b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
 - c. Special and/or underserved populations include the following:
 - 1) Non-English speaking
 - 2) Hearing impaired
 - 3) Physically impaired
 - 4) Gay/lesbian
 - 5) Elderly (for adult services)
 - 6) Pregnant women
 - 7) HIV-positive
 - 8) Persons with co-occurring disorders
 - 9) Diverse cultures
2. Demonstrate a commitment, in good faith, to recruit and retain program staff who can communicate with and relate to diverse populations.
3. Assure that Contractor's program staff receive training that addresses the prevention and treatment issues and approaches relevant to the special and/or underserved populations designated in Paragraph B.1.c. above.

C. Program participants who fall into the following categories will be considered to have a "co-occurring disorder." Contractor will abide by the following definitions and protocol for such individuals:

1. **Definition of co-occurring disorder:**
 - a. **An individual is considered to have a “co-occurring disorder” if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.**

2. **Protocol:**

- a. **Category I - basic mental health issues and substance use disorders:**

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.

- b. **Category II - complex mental health issues and substance use disorders:**

Examples would include most individuals diagnosed with Dissociative Disorders, Eating Disorders, Anxiety Disorders, Attention Deficit Disorders, Major Depressive Disorders that are not substance-induced, and some Personality Disorders with complex behavioral issues (such as some individuals with Borderline Personality Disorders), in addition to the Substance Use Disorder(s). Many, but not all, of these individuals may be on medications. In addition, some individuals in Category III who are stabilized on medications and who do not have significant behavioral problems may be in this category.

- c. **Category III - serious mental health issues and substance use disorders:**

Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

Note: Individuals who have a diagnosis of Antisocial Personality Disorder, Mental Retardation, Learning Disorders, Autistic Disorders, Delirium, Dementia or Amnesic and other Cognitive Disorders and Substance Use Disorders, but none of the psychiatric diagnoses noted above, are considered “dual diagnosis” individuals for the purposes of this protocol.

D. Administrative Requirements:

1. Allow San Mateo County Drug and Alcohol Advisory Board (DAAB) members to visit Contractor’s program site(s) at a mutually agreed time. One (1) day advance notification will suffice when a member of the DAAB and the Alcohol and Drug Services Manager, agree that an immediate visit is necessary.
2. Provide statistical information upon reasonable request of County.

E. Facility Requirements:

1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.
2. Provide service site(s) that will promote attainment of Contractor’s program objectives. Arrange the physical environment to support those activities.
3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.

F. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements **including applicable provisions of the County’s Combined Negotiated Net Amount and Drug Medi-Cal Contract** that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
 - a. A conflict of interest policy applicable to all of Contractor’s

program's employees, which includes, but is not limited to, financial conflict of interest.

- b. Personnel policies that discuss the following:
 - 1) Criteria regarding employment of disabled people, including recovering alcohol and drug abusers, for each position, including the minimum length of recovery required for each position.
 - a) Include criteria regarding the employment of current program participants.
 - 2) Criteria describing the required academic and/or experiential background of Contractor's program's treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, and disorientation.
- c. Program eligibility standards and policies and procedures for admission to and termination from the program.
- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable laws, including the following:
 - 1) Federal Department of Health and Human Services, Public Health Service, 42 Code of Federal Regulation Part 2, entitled, "Confidentiality of Alcohol and Drug Abuse Patient Records; Final Rule."
 - 2) California "Mandated Blood Testing and Confidentiality to Protect Public Health Act" of 1985 and all amendments,

regarding AIDS/HIV issues.

3) Health and Safety Code Section 11812(c).

h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.

1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Manager).

2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.

3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.

i. A policy statement on smoking in program facilities and during program activities.

j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.

k. **A policy statement on prevention of violence in the workplace.**

G. Conflict of Interest Requirements:

1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.

2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for

compensation, or otherwise, without having first disclosed the same to the governing board.

3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
 - a) When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
 - 1) Any member of Contractor's governing board.
 - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
 - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
 - b) When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.
4. If the Alcohol and Drug Services Manager, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.
5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

V. FISCAL CERTIFICATIONS:

In performing the services described in the Exhibits Contractor shall perform the following services and abide by the following provisions:

- A. In the event that Contractor's program owes money to any county agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit, Contractor shall promptly refund to County, upon County's

request, the amount to be withheld, or County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.

- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs's Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos.A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Manager, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
 - 1. Contractor will perform audit according to standard accounting practices.
 - 2. This expense is an allowable cost in Contractor's program budget.
 - 3. If County reasonably believes that governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Manager may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
 - 1. **Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.**
 - 2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
 - 3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
 - 4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.

5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
 6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
 7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
 8. Contractor will submit a copy of the audit report to County no later than ninety (90) calendar days after termination of this Agreement. Contractor may submit a written request for additional time to complete the audit report, subject to County's written approval.
- E. **Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.**
1. **County has the option to retain ownership of capital equipment purchased with contract funds.**
- F. Contractor will spend no contract funds on fundraising.
- G. Contractor will notify County upon Contractor's program's receipt of any **annual** donation valued at TWO THOUSAND DOLLARS (\$2,000) or more.

VI. UNUSUAL INCIDENTS POLICY:

Contractor shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the Alcohol and Drug Services Manager, within three (3) calendar days of any unusual incident.

- A. Unusual incidents include, but are not limited to the following:
1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
 2. The death by any cause of a person currently receiving services from Contractor's program(s).

3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

Attach6.wp

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: ASIAN AMERICAN RECOVERY SERVICES INC.
 Contact Person: JEFF MORI
 Address: 965 MISSION ST. SUITE 325
S. F. CA 94103
 Phone Number: (415) 541-9285 Fax Number: (415) 541-9986

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

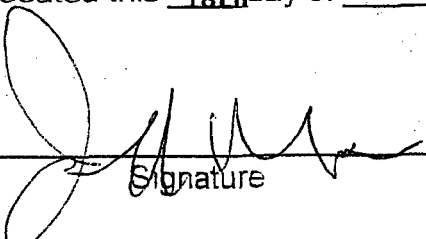
III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
 Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
 No, the Contractor does not comply.
 The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 18th day of MAY, 2001 at SAN FRANCISCO, CA, CA
 (City) (State)


 Signature
EXECUTIVE DIRECTOR
 Title

JEFF MORI
 Name (Please Print)
94-3007538
 Contractor Tax Identification Number

**COUNTY OF SAN MATEO
MEMORANDUM**

DATE: July 11, 2001
 TO: Priscilla Morse, Risk Manager
 FROM: Esther Lucas FAX: 802-6440; Pony: HSA202PE; Phone: 802-6432
 SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Asian American Recovery Services

DO THEY TRAVEL: Yes

PERCENT OF THE TIME

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Provide nonresidential alcohol and drug treatment services and youth focused prevention services

COVERAGE	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ 3,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ 1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$ 3,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Renewal (new Workers Comp is on second certificate)

Priscilla Morse

Signature

SUBMIT TO RISK MANAGEMENT

PONY EPS-163

FAX 363-4864

AGENCY CERTIFICATE OF INSURANCE

DATE ISSUED
 11/20/00

PRODUCER
 ERNEST BLOOMFIELD & ASSOCIATES
 REHABILITATION & RECOVERY INSURANCE AGENCY, INC.
 BATTERY STREET, SUITE 503
 SAN FRANCISCO, CA 94111

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.

INSURED
 ASIAN AMERICAN RECOVERY SERVICES INC.
 965 MISSION STREET, SUITE 325
 SAN FRANCISCO, CA 94103

- COMPANIES AFFORDING COVERAGE**
- COMPANY A PHILADELPHIA INSURANCE COMPANIES
 - COMPANY B HARTFORD INSURANCE COMPANY
 - COMPANY C VILLANOVA INSURANCE COMPANY
 - COMPANY D

COVERAGE
 THIS IS TO CERTIFY THAT 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, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO 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 <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	RENEWAL OF PHPG 302257	09-20-00	09-20-01	GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RENEWAL OF PHPG302257	09-20-00	09-20-01	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC2-1254189	01-27-00	01-27-01	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
A	PROFESSIONAL LIABILITY	RENEWAL OF PHPG 302257	09-20-00	09-20-01	\$1,000,000. - OCCURRENCE
B	EMPLOYEE DISHONESTY	CBB HS3292	01-05-00	01-05-01	\$3,000,000. - AGGREGATE \$475,000. LIMIT

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 *SUBJECT TO 10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM. THE CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR.

CERTIFICATE HOLDER
 COUNTY OF SAN MATEO
 ATTENTION: LAURA MARTEL
 ALCOHOL & DRUG SERVICES
 400 HARBOR BLVD., BLDG. C
 BELMONT, CA 94002

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 ERNEST BLOOMFIELD *Ernest Bloomfield*

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

6/26/01

PRODUCER
ERNEST BLOOMFIELD & ASSOCIATES
 REHABILITATION & RECOVERY INSURANCE AGENCY, INC.
 22 BATTERY STREET, SUITE 503
 SAN FRANCISCO, CA. 94111

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.

COMPANIES AFFORDING COVERAGE

INSURED
 ASIAN AMERICAN RECOVERY SERVICES INC.
 965 MISSION STREET, SUITE 503
 SAN FRANCISCO, CA. 94103

- COMPANY A PHILADELPHIA INSURANCE COMPANIES
- COMPANY B HARTFORD INSURANCE COMPANY
- COMPANY C EVEREST NATIONAL INSURANCE COMPANY
- COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT 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, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	PHPG 123 326	09-20-00	09-20-01	GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COM/PROP AGG \$ 3,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPG 123 326	09-20-00	09-20-01	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					AUTO ONLY - EA ACCIDENT \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	3900010045-011 EVIDENCE ONLY	01-27-01	01-27-02	<input checked="" type="checkbox"/> STATUTORY LIMITS
					EACH ACCIDENT \$ 1,000,000
					DISEASE - POLICY LIMIT \$ 1,000,000
					DISEASE - EACH EMPLOYEE \$ 1,000,000
A	PROFESSIONAL LIABILITY	PHPG 123 326	09-20-00	09-20-01	\$1,000,000. - OCCURRENCE \$3,000,000. - AGGREGATE
B	EMPLOYEE DISHONESTY	57 BDD AG2548	01-05-01	01-05-02	\$475,000. LIMIT

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 *SUBJECT TO 10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM. THE CERTIFICATE HOLDER, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR.

CERTIFICATE HOLDER **CANCELLATION**

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AUTHORIZED REPRESENTATIVE
 ERNEST BLOOMFIELD *Ernest Bloomfield*