



**AN AGREEMENT BETWEEN**  
**COUNTY OF SAN MATEO**  
**AND**  
**PROJECT NINETY, INC.**

**For the Period of**

*September 30, 2001 through September 29, 2004*

Agency Contact:  
*Jane Marks*  
*Human Services Analyst*  
*(650) 802-6418*

**AGREEMENT WITH  
PROJECT NINETY, INC.  
FOR ALCOHOL AND DRUG RECOVERY SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County" and PROJECT  
NINETY, INC., 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/ Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug recovery 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: Outcome Based Management (OBM) 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 set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment 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 Exhibits, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED SIXTY-SEVEN THOUSAND DOLLARS (\$567,000) for the contract term.

B. **Rate of Payment.** The rates and terms of payment shall be specified in the Exhibits and Attachment 4 herein. 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 herein 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 Attachment 4 herein. 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. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided 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.....\$1,000,000
- (b) Automobile Liability.....\$1,000,000
- (c) Excess Liability.....\$1,000,000

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. 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.

**E. 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. 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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 or 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. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed

from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incomparable with this employment.

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.

**9. 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.

**10. 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.



**11. 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.

**12. Entire Agreement.**

A. 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.

B. 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.

**13. 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:

County of San Mateo, Human Services Agency  
Alcohol and Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002

(2) In the case of Contractor, to:

Project Ninety, Inc.  
720 South "B" Street, Suite 3  
San Mateo CA 94401

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.

**14. Term of the Agreement.**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from September 30, 2001, through September 29, 2004. 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: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors, County of San Mateo

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

ATTEST:

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

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

PROJECT NINETY, INC.

JAMES H. STANSBERG, Executive Director  
Name, Title - Print

James H. Stansberg  
Signature

Date: 1-15-2002

Contractor's Tax I.D. # 23-7398688

EXHIBIT A

**Center for Substance Abuse Treatment (CSAT) Funded  
Alcohol and Drug Treatment Services and Payments  
PROJECT NINETY, INC.  
September 30, 2001 through September 29, 2004**

Contractor will provide the following services in accordance with the guidelines and requirements of the Catalog of Federal Domestic Assistance Number TI-01-006; the Grant Award No. 1 U79 TI13033-01, Title: San Mateo County Homeless and Substance Abuse Services, dated September 28, 2001, (hereafter referred to as the CSAT grant), which is the sole funding source for these services; and the PHS Grants Policy Statement, and all requirements in the Guidance for Applicants (GFA) document.

Contractor will work in collaboration with homeless services providers and Alcohol and Drug Services staff to increase linkages to related services including housing, primary health care, and mental health services. Contractor will develop a training plan for counselors and key administrative staff working on the homeless linkage project that will ensure that staff have training in areas such as, but not limited to, victimization/violence, veteran issues, Post Traumatic Stress Disorder, dual diagnosis, generational substance abuse, familiarity with the Human Services Agency and other County service linkage requirements, and linkages to detoxification and mental health services, and other issues. Counselors must meet the competency requirements of the State licensing/certification regulations. Contractor will submit to Alcohol and Drug Services their policy on serving individuals who are dually diagnosed, receiving chemically assisted treatment including psychotropic medication, Methadone, LAAM, or have "co-occurring disorders".

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

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

Admit to Contractor's ninety (90) day residential alcohol and drug treatment program homeless men who are identified through the coordination efforts with the homeless service organizations identified in the CSAT Grant.

**A. Residential Alcohol and Drug Treatment Units of Service:**

Admit to Contractor's residential alcohol and drug treatment services a minimum of thirty-six (36) program participants who meet the criteria specified in Federal Grant I U79 TI13033-01, and are clinically assessed as needing residential treatment. Provide a total of three thousand two hundred eighty-five (3,285) days

of residential alcohol and drug treatment services to be allocated by Contractor, during the term of the agreement. Services will be provided over the contract term as follows:

- a) Contractor will provide approximately one thousand ninety-five (1,095) days of services to twelve (12) program participants annually.

**B. Residential Alcohol and Drug Treatment Services:**

Contractor's basic services will include, but are not limited to:

1. Intake and assessment using the Addiction Severity Index (ASI), placement protocols, recovery planning, relapse prevention, and case management services for each program participant.
2. Provide weekly educational classes and individual and group counseling on alcohol and drug recovery issues including, but not limited to, adult children of alcoholics, anger management, co-dependency, substance-related abuse, Post Traumatic Stress Disorders, family issues, stress management and relapse prevention.
3. Provide access to 12-step meetings and other peer support services.
4. Develop an aftercare plan with each program participant prior to final phase of treatment program. Plan will include group and individual support for continued recovery, relapse prevention, education and continuing linkages with community services.
5. Provide on-going alcohol and drug-free socialization activities. All events must be alcohol and drug free.
6. Directly, or with the assistance of Mental Health staff, provide evaluation and referral for medical and mental health needs.
7. Provide, or make available, ancillary services including access to education and literacy programs, State Disability Income (SDI), Supplemental Security Income (SSI), General Assistance (GA), Temporary Assistance for Needy Families (TANF), and other appropriate benefit resources, job skills assessment and training, employment information, and HIV/AIDS and Hepatitis B/C testing and education.

8. Provide program participants with a minimum of ninety (90) days of alcohol and drug-free residential treatment services, including a minimum of twenty (20) hours of structured programming per week.
9. Ensure that each program participant is administered baseline and follow-up ASI and Government Performance Results Act (GPRA) instruments at six (6) months and twelve (12) months, as specified in the grant.

C. **Residential Alcohol and Drug Treatment Rates Of Payment:**

Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into thirty-six (36) monthly payments, subject to Contractor's performance. County reserves the right to adjust payments, to pay only for services provided, based on the unit rate if Contractor fails to provide the contracted units of service, or fails to serve the number of individuals contracted for. In full consideration of the CSAT services provided by Contractor, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Human Services Agency or her designee:

1. County shall pay Contractor FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$5,250) per month, not to exceed a maximum contract obligation of ONE HUNDRED EIGHTY-NINE THOUSAND DOLLARS (\$189,000) for the term of the Agreement.
  - a. Contractor will submit monthly reports including:
    - 1) number of bed days provided each month.
    - 2) number of admissions and discharges each month.

II. **NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES:**

Contractor will provide alcohol and drug nonresidential treatment services, including assessment and referral, in the three designated homeless shelters to homeless men who are identified through the coordination efforts with the homeless service organizations identified in the CSAT Grant. Contractor will refer those individuals who do not meet the criteria for Contractor's nonresidential alcohol and drug treatment services to other treatment programs throughout the County as needed (i.e., detoxification, residential, day treatment, outpatient, etc.). Contractor will document referrals.

A. **Nonresidential Alcohol and Drug Treatment Units of Service:**

1. Admit to Contractor's nonresidential alcohol and drug treatment program a minimum of three hundred sixty (360) program participants who meet the criteria specified in Federal Grant I U79 TI13033-01 and are clinically assessed as needing outpatient services. Provide a total of twelve (12) individual and group counseling hours, per week, per program participant to be allocated by Contractor.

2. Contractor will provide a total of fourteen thousand four hundred nine (14,409) hours of staff availability dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. Services will be provided over the contract term as follows:
  - a) Contractor will provide approximately four thousand eight hundred three (4,803) staff available hours annually.

**B. Nonresidential Alcohol and Drug Treatment Services:**

Contractor's basic nonresidential alcohol and drug treatment program shall include, but not be limited to:

1. Intake and assessment using the Addiction Severity Index (ASI), placement protocols, recovery planning, relapse prevention, and case management services for each program participant.
2. Provide weekly individual and group counseling on alcohol and drug recovery issues including, but not limited to, adult children of alcoholics, anger management, co-dependency, substance-related abuse, family issues, Post Traumatic Stress Disorders, stress management and prevention, and issues related to homelessness.
3. Provide access to 12-step meetings and other peer support services.
4. Provide on-going alcohol and drug-free socialization activities. Every event must be alcohol and drug free.
5. Directly, or with the assistance of Mental Health staff, provide evaluation and referral for medical and mental health needs.
6. Provide, or make available, ancillary services including access to education and literacy programs, State Disability Income (SDI), Supplemental Security Income (SSI), General Assistance (GA), Temporary Assistance for Needy Families (TANF), and other appropriate benefits resources, job skills assessment and training, employment information, and HIV/AIDS and Hepatitis B/C testing and education.
7. Develop an aftercare plan with each program participant prior to final phase of treatment program. Plan will include group and individual support for continued recovery, relapse prevention, education and continuing linkages with community services.

8. Ensure that each program participant is administered baseline and follow-up ASI and Government Performance Results Act (GPRA) instruments at six (6) months and twelve (12) months, as specified in the grant.

**C. Nonresidential Alcohol and Drug Treatment Rates Of Payment:**

Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into thirty-six (36) monthly payments, subject to Contractor's performance. County reserves the right to adjust payments, to pay only for services provided, based on the unit rate if Contractor fails to provide the contracted units of service, or fails to serve the number of individuals contracted for. In full consideration of the CSAT services provided by Contractor, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Human Services Agency or her designee:

1. County shall pay Contractor TEN THOUSAND DOLLARS (\$10,000) per month, not to exceed a maximum contract obligation of THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000) for the term of the Agreement.
  - a. Contractor will submit monthly reports including:
    - 1) the number of individual counseling hours provided each month.
    - 2) number of group counseling hours provided each month.
    - 3) number of group sessions provided each month.
    - 4) number of staff available hours each month.
    - 5) number of program participants served each month.
    - 6) number of admissions and discharges each month.
    - 7) number of referrals made to other programs each month.

**III. RESIDENTIAL "UNDEREMPLOYED" MEN'S ALCOHOL AND DRUG TREATMENT SERVICES STIPEND:**

Contractor will provide alcohol and drug treatment services in the evenings, which will be paid for by the program participants. Stipends will cover partial costs for a ninety (90) day stay for each program participant to allow homeless working men to enter residential treatment while retaining their employment. Admit to Contractor's residential "underemployed" men's alcohol and drug treatment program homeless men who are identified through the coordination efforts with the homeless service organizations identified in the CSAT Grant.

**A. Residential "Underemployed" Men's Alcohol and Drug Treatment Units of Service:**

1. Admit to Contractor's residential "underemployed" men's alcohol and drug treatment program a minimum of twelve (12) program participants who meet the criteria specified in Federal Grant I U79 TI13033-01. Provide a total of one thousand eighty (1,080) days of residential alcohol and drug treatment services for underemployed men to be allocated by Contractor. Services will be provided over the contract term as follows:
  - a) Contractor will provide approximately three hundred sixty (360) days of services to a total of four (4) program participants annually.

**B. Residential "Underemployed" Men's Alcohol and Drug Treatment Services:**

Contractor's basic services will include, but are not limited to:

1. Intake and assessment using the Addiction Severity Index (ASI), placement protocols, recovery planning, relapse prevention, and case management services for each program participant.
2. Provide weekly educational classes and individual and group counseling on alcohol and drug recovery issues including, but not limited to, adult children of alcoholics, anger management, co-dependency, substance-related abuse, Post Traumatic Stress Disorders, family issues, stress management and relapse prevention.
3. Provide access to 12-step meetings and other peer support services.
4. Develop an aftercare plan with each program participant prior to final phase of treatment program. Plan will include group and individual support for continued recovery, relapse prevention, education and continuing linkages with community services.
5. Provide on-going alcohol and drug-free socialization activities. All events must be alcohol and drug free.



6. Directly, or with the assistance of Mental Health staff, provide evaluation and referral for medical and mental health needs.
7. Provide, or make available, ancillary services including access to education and literacy programs, State Disability Income (SDI), Supplemental Security Income (SSI), General Assistance (GA), Temporary Assistance for Needy Families (TANF), and other appropriate benefits resources, job skills assessment and training, employment information, and HIV/AIDS and Hepatitis B/C testing and education.
8. Provide program participants with a minimum of ninety (90) days of alcohol and drug-free residential treatment services, including a minimum of twenty (20) hours of structured programming per week.
9. Ensure that each program participant is administered baseline and follow-up ASI and Government Performance Results Act (GPRA) instruments at six (6) months and twelve (12) months, as specified in the grant.

C. **Residential "Underemployed" Men's Alcohol and Drug Treatment Rates Of Payment:**

CSAT funding will be used to offset the program participant's cost for the "underemployed" men's residential services. Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into thirty-six (36) monthly payments, subject to Contractor's performance. County reserves the right to adjust payments, to pay only for services provided, based on the unit rate if Contractor fails to provide the contracted units of service, or fails to serve the number of individuals contracted for. In full consideration of the CSAT services provided by Contractor, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Human Services Agency or her designee:

1. County shall pay Contractor FIVE HUNDRED DOLLARS (\$500) per month, not to exceed a maximum contract obligation of EIGHTEEN THOUSAND DOLLARS (\$18,000) for the term of the Agreement.
  - a. Contractor will submit monthly reports including:
    - 1) the number of bed days provided each month.
    - 2) the number of admissions and discharges each month.

**EXHIBIT B**  
**Outcome Based Management and Budgeting Responsibilities**  
**PROJECT NINETY, INC.**  
**September 30, 2001 through September 29, 2004**

**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;
- 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.  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.

<u>DAVID MEEDS</u>	
Name of 504 Person	Type or Print
<u>PROJECT NINETY, INC</u>	<u>720 SOUTH B STREET, #3</u>
Name of Contractor(s)	Street Address or P.O. Box
<u>SAN MATEO</u>	<u>CA</u> <u>94401</u>
City	State                      Zip Code

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

<u>1-15-2002</u>	<u>James H Stensberg, Executive Director</u>
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

PROJECT NINETY, INC.

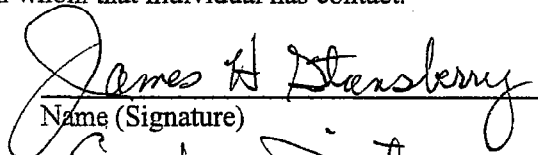
Name of Contractor

for

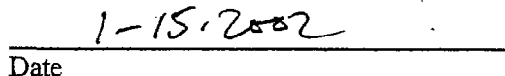
Alcohol and Drug Treatment Services

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. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- 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 (Signature)

  
Title

  
Date

Revised 8/7/01

attach2.wp

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**PROJECT NINETY, INC.**

**September 30, 2001 through September 29, 2004**

- 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 Contractor's 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**  
**PROJECT NINETY, INC.**

**September 30, 2001 through September 29, 2004**

**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 for a **specified service within a specific modality**, subject to Paragraph I.B. of this Attachment. The payment of the additional ten percent (10%) 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 year-end Cost Report no later than: **August 15, 2002 for the period September 30, 2001 through June 30, 2002; August 15, 2003 for the period July 1, 2002 through June 30, 2003; August 15, 2004 for the period July 1, 2003 through June 30, 2004; and October 31, 2004 for the period July 1 through September 29, 2004.**
  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 documents and 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/activity and demographics reports, as appropriate by program modality
  - 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 the State
  - n. **All reporting requirements of CSAT grant No. 1 79 TI13033-01**
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 of each fiscal year.**



ATTACHMENT 5

**Monitoring Procedures  
PROJECT NINETY, INC.**

**September 30, 2001 through September 29, 2004**

**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 herein. 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 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 of each fiscal year** indicates that Contractor has not provided forty-five percent (45%) of the anticipated **annual** 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.

**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. Government Performance and Results Act (GPRA) data.
  7. Other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the express 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 herein.
    - 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 three times 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 provision, 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.

ATTACHMENT 6

Program Specific Requirements  
PROJECT NINETY, INC.

September 30, 2001 through September 29, 2004

**I. GENERAL ADMINISTRATIVE REQUIREMENTS:**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Treatment Provider's meetings.
  - 2. 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 9 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) and Government Performance Results Act (GPRA)
  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' fees 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 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 its approved fee schedule, it 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. 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 a co-occurring disorder
- 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 to have a "co-occurring disorder" 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, and all federal requirements under the Center for Substance Abuse Treatment (CSAT) grant pertaining to this 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, 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.

#### IV. 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 as described in Paragraph IV.A.2. hereinbelow, 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.
  1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- 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) 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.

**V. 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.

ATTACHMENT 7

**COUNTY OF SAN MATEO  
Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor:

Project Ninety, Inc.

Contact Person:

CAROLYN HOLCHUCK

Address:

720 South B Street, #3

San Mateo, Ca 94401

Phone Number:

650-579-7881

Fax Number:

650-579-2640

**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 15<sup>th</sup> day of January, 2002 at San Mateo  
(City)

James A. Stensberg  
Signature

James A. Stensberg  
Name (Please print)

Executive Director  
Title

23-7398688  
Contractor Tax Identification Number

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: July 9, 2001

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

CONTRACTOR: Project Ninety, Inc.

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

DUTIES:

Provides residential alcohol and drug treatment services to adult and adolescent men.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <input checked="" type="checkbox"/> Additional Insured	\$2M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excess Liability	\$9M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation <input type="checkbox"/> No employees	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Comments:

This is a renewal certificate

Signature:

Priscilla Morse

Risk Management

Inform.wp



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/21/2001

PRODUCER (850)341-4464 FAX (850)341-4465  
Business Professional Ins. Assoc. Inc.  
1519 South B Street  
San Mateo, CA 94402

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

INSURED Project Ninety, Inc.  
James H. Stansberry  
720 South B Street, #3  
San Mateo, CA 94401

INSURER A: Philadelphia Indemnity  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	PHPG302868	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<b>AUTOMOBILE LIABILITY</b> <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	PHPG302868L	07/01/2001	07/01/2002	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	PHUN 300650	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>	B01070300623	07/01/2001	07/01/2002	<input checked="" type="checkbox"/> NO STATE TORT LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<b>OVER BUYING</b>	PHPG302868	07/01/2001	07/01/2002	525 Hodon Ave SF \$274,800 175 Spruce Ave SF \$124,675 195 Spruce Ave SF \$187,313

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Certificate holder is named as additional insured in regards to insured's business operations general liability policy only  
en [10] day notice of cancellation for non-payment of premium shall apply

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSUREE; LETTER:	CANCELLATION
County of San Mateo Alcohol and Drug Program 400 Harbor Blvd. Belmont, CA 94002		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 Peter Kelly/MIKIE