

**FIRST AMENDMENT TO THE FLAT RATE AGREEMENT WITH
ASIAN AMERICAN RECOVERY SERVICES FOR ALCOHOL AND DRUG SERVICES**

This Amendment, entered into this _____ day of _____, 2003, 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 I H :

WHEREAS, on October 29, 2002, the parties hereto entered into an Agreement for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

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

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

Change #1: Delete Paragraph 1. Exhibits and Attachments from the body of the Agreement and insert the new Paragraph 1 to read as follows:

1. Exhibits and Attachments

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

- | | |
|-------------------|---|
| Exhibit A: | State Net Negotiated Amount (NNA) Funded Alcohol and Drug Prevention Services and Rates of Payment for Those Services (Revision 1) |
| Exhibit B: | State NNA Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services |
| Exhibit C: | County Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services |

- Attachment 1: Compliance with Section 504
- Attachment 2: Fingerprinting Compliance
- Attachment 3: HIV/AIDS Services
- Attachment 4: Payment Procedures (Revision 1)
- Attachment 5: Monitoring Procedures
- Attachment 6: Program Specific Requirements
- Attachment 7: Equal Benefits Compliance
- Attachment 8: Additional NNA Requirements

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

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Exhibits, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed **FOUR HUNDRED SIXTY-FIVE THOUSAND FOUR DOLLARS (\$465,004)** for the contract term.

Change #3: Delete Section IV in Exhibit A and insert the new Section IV to read as follows:

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

In full consideration of services provided by Contractor, the maximum contract obligation for NNA prevention services contained in this Exhibit is ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is NINE THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$9,166.67).

- A. **The monthly rate of payment is determined by dividing the maximum contract obligation into twelve equal payments.**
- B. **All payments under this Agreement must directly support services specified in this Agreement.**

Change #4: Insert the new Exhibit B, attached hereto and incorporated by reference herein.

Change #5: Insert the new Exhibit C, attached hereto and incorporated by reference herein.

Change #6: Delete Attachment 4 and insert in its place the new Attachment 4 (Revision 1), attached hereto and incorporated herein.

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

1. The Agreement of October 29, 2002 be amended accordingly.
2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.
4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

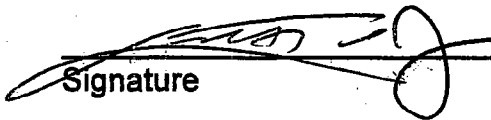
ATTEST:

Clerk of Said Board

Date: _____

ASIAN AMERICAN RECOVERY SERVICES

Leonardo A. Tacata, Jr., Associate Director
Name, Title - Print


Signature

Date: 12/31/02

EXHIBIT B (Flat Rate Agreement)
State Negotiated Net Amount (NNA) Funded
Alcohol and Drug Treatment Services and Payments
ASIAN AMERICAN RECOVERY SERVICES
July 1, 2002 through June 30, 2003

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, hereinafter referred to as "program participants", who meet Alcohol and Drug Services treatment criteria.

I. NNA FUNDED NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

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

1. Admit to Contractor's nonresidential alcohol and drug treatment program a minimum of thirty (30) program participants. Provide a total of three thousand three hundred four (3,304) hours of nonresidential alcohol and drug treatment services to be allocated by Contractor.

a. Of the total nonresidential alcohol and drug treatment services, Contractor will provide a total of three hundred seventy-two (372) hours of aftercare to be allocated by Contractor among those participants who have completed Contractor's nonresidential alcohol and drug treatment program. Aftercare will begin as soon as participant completes the treatment program.

2. Contractor will provide three thousand two (3,002) hours of staff availability dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

B. NNA Nonresidential Alcohol and Drug Treatment Services:

Contractor's basic nonresidential alcohol and drug treatment services shall include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management, and follow-up at 3-months and 9 months after intake for each program participant.

2. Services will include one (1) hour of individual counseling per week and two (2) hours of recovery-oriented group counseling per week. Program topics will include addiction and recovery, parenting skills, health issues, and ongoing educational workshops.
3. Relapse prevention will include therapy groups, referral to community resources and home visits.
4. Ancillary services will include access to vocational and job training, medical services, ESL/GED, advanced education, mental health services, detoxification services and other drug treatment, Healthy Start programs, and HIV/AIDS testing and education will be offered by Contractor.
5. A twelve-step model will be used when appropriate to meet the cultural needs of program participants, and access will be provided to twelve-step programs that are language specific. In addition, Contractor will develop similar peer support activities that are culturally relevant.
6. Access will be provided to community involvement to encourage participants to be active in their community and in society. These activities may include community service, school or training programs, volunteer work or employment.
7. Collateral services will be provided to family members including education on substance abuse behavior and lifestyle, along with educational meetings on how to give support to the family member in treatment.
8. Aftercare services will be provided to program participants upon completion of Contractor's treatment program. Aftercare services will include:
 - a) an aftercare plan developed with each program participant prior to the final phase of the treatment program; and
 - b) two (2) hours of relapse prevention each month for each program participant including ongoing program activities, group and individual support, education and ongoing links to community services.

- C. NNA Nonresidential Alcohol and Drug Treatment Rates of Payment:
In full consideration of services provided by Contractor, the maximum contract obligation for NNA nonresidential alcohol and drug treatment services contained in this Exhibit is ONE HUNDRED TWO THOUSAND

THREE DOLLARS (\$102,003). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is EIGHT THOUSAND FIVE HUNDRED DOLLARS AND TWENTY-FIVE CENTS (\$8,500.25).

- 1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.**
- 2. The unit rate is determined by dividing the maximum contract obligation by the contracted hours of staff availability (\$102,003 divided by 3,002 = \$33.98 per hour of staff availability).**

EXHIBIT C (Flat Rate Agreement)
County Funded Alcohol and Drug Treatment Services and Payments
ASIAN AMERICAN RECOVERY SERVICES
July 1, 2002 through June 30, 2003

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

I. COUNTY FUNDED NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

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

1. Admit to Contractor's County nonresidential alcohol and drug treatment program a minimum of six (6) program participants who meet the population criteria identified in Contractor's treatment expansion proposal. Provide a total of seven hundred sixty-eight (768) hours of nonresidential alcohol and drug treatment services to be allocated by Contractor.
2. In addition, Contractor will make available: family support groups, relapse prevention curriculum, and alcohol and drug free recreational activities for program participants and their families,
3. Provide program enhancement to a minimum of six (6) program participants' families, including culturally appropriate family support for family members.
4. Contractor will provide six hundred eighty-six (686) hours of staff availability dedicated to nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

**B. County Nonresidential Alcohol and Drug Treatment Services:
Contractor's nonresidential alcohol and drug treatment program shall include:**

1. Intake, assessment (using the Addiction Severity Index, [ASI]), recovery planning, and relapse prevention, case management, and follow-up at 3 months and 9 months after intake for each program participant.
2. Services will include one (1) hour of individual counseling per week and two (2) hours of recovery-oriented group counseling per week. Program topics will include addiction and recovery, parenting skills, health issues, and ongoing educational workshops.
3. Relapse prevention will include therapy groups, referral to community resources and home visits.
4. Ancillary services will include access to vocational and job training, medical services, ESL/GED, advanced education, mental health services, detoxification services and other drug treatment, Healthy Start programs, and HIV/AIDS testing and education will be offered by Contractor.
5. A twelve-step model will be used when appropriate to meet the cultural needs of program participants, and access will be provided to twelve-step programs that are language specific. In addition, Contractor will develop similar peer support activities that are culturally relevant.
6. Opportunities will be provided for participants to engage in community involvement activities, encouraging them to be active in their community and in society. These activities may include community service, school or training programs, volunteer work or employment.
7. Collateral services will be provided to family members including education on substance abuse behavior and lifestyle, along with educational meetings on how to give support to the family member in treatment.
8. Aftercare services will be provided to program participants upon completion of Contractor's treatment program, and will include:
 - a) an aftercare plan developed with each program participant prior to the final phase of the treatment program; and

- b) two (2) hours of relapse prevention each month including ongoing program activities, group and individual support, education, and ongoing links to community services for each program participant.

- 9. In addition, Contractor will provide access to family support groups, six hours of extended group counseling including relapse prevention curriculum (RPC), and weekend alcohol and drug free recreational activities for program participants and their families.

C. County Nonresidential Alcohol and Drug Treatment Rates of Payment:

In full consideration of services provided by Contractor, the maximum contract obligation for County funded nonresidential alcohol and drug treatment services contained in this Exhibit is TWENTY THREE THOUSAND EIGHTEEN DOLLARS (\$23,018). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is ONE THOUSAND NINE HUNDRED EIGHTEEN DOLLARS AND SEVENTEEN CENTS (\$1,918.17).

- 1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
- 2. The unit rate is determined by dividing the maximum contract obligation by the contracted hours of staff availability (\$23,018 divided by 686 = \$33.55 per hour of staff availability).

II. COUNTY FUNDED ALCOHOL AND DRUG TREATMENT READINESS SERVICES

A. County Alcohol and Drug Treatment Readiness Units of Service:

- 1. Admit to Contractor's County alcohol and drug treatment readiness program a minimum of forty (40) program participants who meet the population criteria identified in Contractor's treatment expansion proposal. Provide a total of seven hundred (700) hours of alcohol and drug treatment readiness services to be allocated by Contractor.
- 2. Provide six hundred (600) hours of staff availability, dedicated to these alcohol and drug treatment readiness services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

- B. County Alcohol and Drug Treatment Readiness Services:
Contractor will provide a three (3) week treatment readiness program to individuals identified in Contractor's Proposal. Contractor's alcohol and drug treatment readiness services shall include:
1. a minimum of one (1) individual counseling session for each program participant; and
 2. two (2) group meetings for each program participant, during the course of their three (3) week treatment readiness program.
- C. County Alcohol and Drug Treatment Readiness Rates of Payment:
In full consideration of services provided by Contractor, the maximum contract obligation for County funded alcohol and drug treatment readiness services contained in this Exhibit is TWENTY THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS (\$20,983). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is ONE THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS AND FIFTY-EIGHT CENTS (\$1,748.58).
1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
 2. The unit rate is determined by dividing the maximum contract obligation by the contracted hours of staff availability (\$20,983 divided by 600 = \$34.97 per hour of staff availability).

III. COUNTY FUNDED INTENSIVE OUTPATIENT ALCOHOL AND DRUG TREATMENT SERVICES

- A. COUNTY INTENSIVE OUTPATIENT ALCOHOL AND DRUG TREATMENT UNITS OF SERVICE:
1. Admit to Contractor's County funded intensive outpatient alcohol and drug treatment program a minimum of fifteen (15) program participants. Provide a minimum of one thousand two hundred (1,200) visit days of intensive outpatient alcohol and drug treatment services to be allocated by Contractor. The visit days are the contracted units of service.

B. COUNTY INTENSIVE OUTPATIENT ALCOHOL AND DRUG TREATMENT SERVICES:

Contractor's basic intensive outpatient alcohol and drug treatment program will include:

1. Intake, assessment (using the Addiction Severity Index, [ASI]), recovery planning, relapse prevention, case management services, and follow-up at 3 months and 6 months after intake for each program participant.
2. Structured treatment services three (3) to four (4) hours per day, five (5) days per week, including but not limited to the following:
 - a. Psycho-educational/relapse prevention
 - b. Process/counseling group
 - c. Personal/vocational skills group
 - d. Expressive arts
 - e. Supervised AA/NA/12-step group meetings
 - f. Acupuncture/meditation group
 - g. Individual counseling
 - h. Home visits/family meetings
 - i. Drug-free recreational activities

C. County Funded Intensive Outpatient Alcohol and Drug Treatment Services Rates of Payment

In full consideration of services provided by Contractor, the total amount for County funded intensive outpatient alcohol and drug treatment services contained in this Exhibit is TWO HUNDRED NINE THOUSAND DOLLARS (\$209,000). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is SEVENTEEN THOUSAND FOUR HUNDRED SIXTEEN DOLLARS AND SIXTY-SEVEN CENTS (\$17,416.67).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate is determined by dividing the maximum contract obligation by the visit days (\$209,000 divided by 1,200 = \$174.16 per visit day).

ATTACHMENT 4

Payment Procedures (Revision 1 - Flat Rate Agreement) ASIAN AMERICAN RECOVERY SERVICES July 1, 2002 through June 30, 2003

1. General Provisions

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibits to the Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

2. Performance Required to Receive Full Payment

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the contracted number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

3. Corrective Action Plans

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

4. Payments

- a. County will pay Contractor the total contract amount in twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon 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.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. In the event Contractor is not in compliance with the performance standards set forth in paragraph 2 above based upon Contractor's six months performance data as of December 31, 2002, County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.
- e. Any withhold will be held by County pending year-end settlement, after which a reconciliation shall take place as set forth in section 5 of this Attachment.
- f. However, if, based on Contractor's performance, County determines that Contractor will be unable to meet the performance standards set forth in paragraph 2 above during the term of this contract, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider of the same service.
- g. Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.

5. **Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or 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.

- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

6. **Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final year-end Cost Report may serve as Contractor's final budget revision upon approval of the County Alcohol and Drug Services Administrator. 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.

7. **Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADS) reports 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; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

8. Documentation Required for Payment

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

9. Procedures in the Event of Non-renewal of Contract

County shall provide Contractor with thirty (30) days' notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

10. **Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

11. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by County and reflected in a duly executed Amendment to this Agreement.

attachment 4 rev 12-10-02 bold.doc

COUNTY OF SAN MATEO
Departmental Correspondence

Date: September 25, 2002
TO: Priscilla Harris-Morse, Risk Manager
FROM: Jane Marks, Alcohol and Drug Services
Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE
SUBJECT: Contract Insurance Approval

CONTRACTOR: Asian American Recovery Services

DOES CONTRACTOR TRAVEL? Yes

DUTIES:

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

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability — Additional Insured	<u>\$3M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation — No employees	<u>Statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Comments:

Signature:

Priscilla Morse
Risk Management

Insurance Request Form.doc

ACORD CERTIFICATE OF INSURANCE

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 BELONGING TO THE

COMPANIES AFFORDING COVERAGE

- COMPANY A PHILADELPHIA INSURANCE COMPANIES
- COMPANY B STATE COMPENSATION INSURANCE FUND
- COMPANY C HARTFORD FIRE INSURANCE COMPANY
- COMPANY D

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

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	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 <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	PHPK 033 073	09-20-02	09-20-03	GENERAL AGGREGATE \$ 3,000.00
					PRODUCTS - COMP/OP AGG \$ 3,000.00
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	PHPK 033 073	09-20-02	09-20-03	PERSONAL & ADV INJURY \$ 1,000.00
					EACH OCCURRENCE \$ 1,000.00
					FIRE DAMAGE (Any one fire) \$ 100.00
					MED EXP (Any one person) \$ 5.00
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$ 1,000.00
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				PROPERTY DAMAGE \$
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL. <input type="checkbox"/> EXCL.	1662825-02 EVIDENCE ONLY	01-27-02	01-27-03	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 1,000.00 DISEASE - POLICY LIMIT \$ 1,000.00 DISEASE - EACH EMPLOYEE \$ 1,000.00
A C	OTHER EMPLOYEE DISHONESTY EMPLOYEE DISHONESTY	PHPK 033 073 57 BDD AG2548	09-20-02 01-05-02	09-20-03 01-05-03	\$250,000 - PRIMARY COVERAGE \$492,000 - EXCESS OF PRIMARY

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

COUNTY OF SAN MATEO
 ATTN: SELINA TOY
 ALCOHOL & DRUG SERVICES
 400 HARBOR BLFG, BLDG. C
 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

ERNEST BLOOMFIELD

COMMERCIAL GENERAL LIABILITY

Policy Number: PHPK 033 073

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The Certificate Holder named on the attached Certificate of Insurance is named as an Additional Insured per list on file with the Insurance Companies.

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

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

1. The additional insured scheduled above includes the additional insured's officials, employees and volunteers.
2. This insurance shall be primary as respects the additional insured shown in the schedule above. Any other insurance maintained by the additional insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be cancelled except after thirty days (or ten days for non-payment of premium) written notice has been given to the additional insured scheduled above.

**FIRST AMENDMENT TO THE FLAT RATE AGREEMENT WITH
EL CENTRO DE LIBERTAD FOR ALCOHOL AND DRUG SERVICES**

This Amendment, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and EL CENTRO DE LIBERTAD (hereinafter called "Contractor");

W I T N E S S E T H :

WHEREAS, on October 29, 2002, the parties hereto entered into an Agreement for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

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

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

Change #1: Delete Paragraph 1. Exhibits and Attachments in body of the Agreement and insert the new Paragraph 1 to read as follows:

1. Exhibits and Attachments

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

- | | |
|-------------------|---|
| Exhibit A: | State Net Negotiated Amount (NNA) Funded Alcohol and Drug Prevention Services and Rates of Payment for Those Services (Revision 1) |
| Exhibit B: | Nonreimbursable Services |
| Exhibit C: | State NNA and CalWORKs Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services |
| Exhibit D: | County Funded Alcohol and Drug Treatment Services and Rates of Payment for Those |

Services

- Attachment 1: Compliance with Section 504
- Attachment 2: Fingerprinting Compliance
- Attachment 3: HIV/AIDS Services
- Attachment 4: **Payment Procedures (Revision 1)**
- Attachment 5: Monitoring Procedures
- Attachment 6: Program Specific Requirements
- Attachment 7: Equal Benefits Compliance
- Attachment 8: Additional NNA Requirements

Change #2: Delete Paragraph 3.A. Maximum Amount and insert the new Paragraph 3.A. to read as follows:

A. Maximum Amount

In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed **FOUR HUNDRED SEVEN THOUSAND FOUR HUNDRED SEVENTY-ONE DOLLARS (\$407,471)** for the contract term.

Change #3: Delete Section IV. in Exhibit A and insert the new Section IV. to read as follows:

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

In full consideration of services provided by Contractor, the maximum contract obligation for NNA prevention services contained in this Exhibit is TWENTY FIVE THOUSAND DOLLARS (\$25,000). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is TWO THOUSAND EIGHTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$2,083.33).

Change #4: Insert the new Exhibit C, attached hereto and incorporated by reference herein.

Change #5: Insert the new Exhibit D, attached hereto and incorporated by reference herein.

Change #6: Delete Attachment 4 and insert in its place the new Attachment 4 (Revision 1), attached hereto and incorporated by reference herein.

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

- 1. The Agreement of October 29, 2002, be amended accordingly.**
- 2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.**
- 3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.**
- 4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.**

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

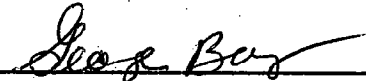
ATTEST:

Clerk of Said Board

Date: _____

EL CENTRO DE LIBERTAD

George Borg Executive Director
Name, Title - Print


Signature

Date: 1/7/03

EXHIBIT C (Flat Rate Agreement)
State Negotiated Net Amount (NNA) and CalWORKs Funded
Alcohol and Drug Treatment Services and Payments
EL CENTRO DE LIBERTAD
July 1, 2002 through June 30, 2003

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, hereinafter referred to as "program participants", who meet Alcohol and Drug Services treatment criteria.

I. NNA FUNDED NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

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

1. Admit to Contractor's nonresidential alcohol and drug treatment program a minimum of **one hundred sixty-two (162) program participants**. Provide a total of **six thousand one hundred seventy-two (6,172) hours of nonresidential alcohol and drug treatment services to be allocated by Contractor**.
2. Contractor will provide **five thousand four hundred fifty (5,450) hours of staff availability** dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. **The hours of staff availability are the contracted units of service.**

B. NNA Nonresidential Alcohol and Drug Treatment Services:

Contractor's basic nonresidential alcohol and drug treatment program shall include:

1. Intake, assessment (using the Addiction Severity Index, [ASI]), recovery planning and relapse prevention, case management services, and 3 month and 9 month follow-up after intake for each program participant.
2. Services will include one (1) hour of individual counseling per week, two (2) hours of recovery-oriented group counseling per week, and one (1) alcohol and drug-free socialization activity per quarter. Individual and group counseling will be made available both days and evenings.

3. Program topics will include addiction and recovery, the twelve-step model of recovery, family dynamics, self-esteem, communication and conflict resolution, disease model of substance abuse, health issues, housing options, financial management, interviewing and job application skills, and educational issues.
4. Ancillary support services will include access to HIV/AIDS testing and education, English as a Second Language (ESL) classes, vocational and educational training, preventive health, and financial assistance.
5. Cases coordination and referrals with other San Mateo County providers as necessary.
6. Make available space for one (1) Spanish-speaking twelve-step support group meeting at least one (1) day per week.

C. NNA Nonresidential Alcohol and Drug Treatment Rates of Payment:
In full consideration of services provided by Contractor, the maximum contract obligation for NNA nonresidential alcohol and drug treatment services contained in this Exhibit is ONE HUNDRED NINETY THOUSAND FIVE HUNDRED FORTY-ONE DOLLARS (\$190,541). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is FIFTEEN THOUSAND EIGHT HUNDRED SEVENTY-EIGHT DOLLARS AND FORTY-TWO CENTS (\$15,878.42).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate is determined by dividing the maximum contract obligation by the contracted hours of staff availability (\$190,541 divided by 5,450 = \$34.96 per hour of staff availability).

II. CalWORKs FUNDED NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

Contractor's CalWORKs nonresidential alcohol and drug treatment services will include:

- A. CalWORKs Nonresidential Alcohol and Drug Treatment Units of Service:
1. Admit to Contractor's nonresidential alcohol and drug treatment program a minimum of three (3) CalWORKs recipients. Provide a total of one hundred seven (107) hours of nonresidential

alcohol and drug treatment services to be allocated by Contractor.

2. **Contractor will provide seventy-one (71) hours of staff availability dedicated to these CalWORKs nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time.**

B. CalWORKs Nonresidential Alcohol and Drug Treatment Services:

1. **At a minimum, Contractor will provide two (2) hours of alcohol and drug treatment services per week, for a minimum of twelve (12) weeks, per individual receiving a CalWORKs grant.**

C. CalWORKs Nonresidential Alcohol and Drug Treatment Rates of Payment:

In consideration of the CalWORKs nonresidential alcohol and drug treatment 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. **The County will pay Contractor at the rate of TWENTY-EIGHT DOLLARS AND FOUR CENTS (\$28.04) per hour of service, per individual served, only for actual services performed, not to exceed THREE THOUSAND DOLLARS (\$3,000) for the term of the Agreement. A separate billing and record keeping system will be kept by Contractor for those individuals receiving a CalWORKs grant.**
2. **Contractor's invoices will include the following information:**
 - a) **Name of individual receiving a CalWORKs grant, and the name of the County staff person referring the individual.**
 - b) **Dates services were provided and the number of hours services were provided for CalWORKs nonresidential alcohol and drug recovery services, broken down between group and individual counseling hours.**
 - c) **Total amount of billing for each month.**

EXHIBIT D (Flat Rate Agreement)
County Funded Alcohol and Drug Treatment Services and Payments
EL CENTRO DE LIBERTAD
July 1, 2002 through June 30, 2003

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

I. COUNTY FUNDED ADOLESCENT NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

Contractor's adolescent nonresidential treatment services will comply with the terms and requirements of the County's most recent Adolescent and Youth Alcohol and Drug Treatment Services Request for Proposals.

A. County Adolescent Nonresidential Alcohol and Drug Treatment Units of Service:

1. Admit to Contractor's adolescent nonresidential alcohol and drug treatment program a minimum of **eighty (80) program participants** who meet the population criteria identified in Contractor's treatment expansion proposal. Provide a total of **four thousand one hundred sixty (4,160) hours of adolescent nonresidential alcohol and drug treatment services** to be allocated by Contractor.
2. Contractor will provide **two thousand seven hundred sixteen (2,716) hours of staff availability** dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. **The hours of staff availability are the contracted units of service.**

B. County Adolescent Nonresidential Alcohol and Drug Treatment Services:

Contractor's basic adolescent nonresidential alcohol and drug treatment program shall include:

1. Intake, assessment (using the Addiction Severity Index, [ASI]), recovery planning, and relapse prevention, case

management services, and 3 month and 9 month follow-up after intake for each program participant.

2. Services will include one (1) hour of individual counseling per week, two (2) hours of recovery-oriented group counseling per week, two (2) hours of family counseling per week, and random urine and drug screens for all program participants.
3. Program services will consist of addiction and recovery specific topics, the twelve-step model of recovery, family dynamics, alcohol and drug screens, education, social relationships, health issues, psychological issues, causes of addiction, dysfunctional families and relationships, alcohol and drug-free recreational and social events, and access to vocational training and employment, and aftercare.
4. Case coordination and referrals with other youth and adolescent providers and county agencies.
5. Provide bicultural/bilingual services in English and Spanish.

C. County Adolescent Nonresidential Alcohol and Drug Treatment Rates of Payment:

In full consideration of services provided by Contractor, the maximum contract obligation for County funded adolescent nonresidential alcohol and drug treatment services contained in this Exhibit is ONE HUNDRED SEVEN THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS (\$107,853). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is EIGHT THOUSAND NINE HUNDRED EIGHTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS (\$8,987.75).

1. **The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.**
2. **The unit rate is determined by dividing the maximum contract obligation by the contracted hours of staff availability (\$107,853 divided by 2,716 = \$39.71 per hour of staff availability).**

II. COUNTY FUNDED ADULT NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

Contractor will provide the following County adult nonresidential alcohol and drug treatment expansion services. These services will be culturally and language appropriate to the population identified in Contractor's alcohol and drug treatment expansion proposals. Contractor's services will include:

A. County Adult Nonresidential Alcohol and Drug Treatment Units of Service:

1. Admit a minimum of **sixty-nine (69) program participants** to Contractor's adult nonresidential alcohol and drug treatment program. Provide a total of **two thousand six hundred twenty-six (2,626) hours of adult nonresidential alcohol and drug treatment services** to be allocated by Contractor.
2. Provide a total of **two thousand three hundred twenty-three (2,323) hours of staff availability** dedicated to these adult nonresidential alcohol and drug treatment expansion services including face-to-face contacts, preparation time, and record keeping time. **The hours of staff availability are the contracted units of service.**

B. County Adult Nonresidential Alcohol and Drug Treatment Services:
Contractor's basic adult nonresidential alcohol and drug treatment services will include:

1. Intake, assessment (using the Addiction Severity Index, [ASI]), recovery planning, aftercare, relapse prevention, case management services, and 3 month and 9 month follow-up after intake for each program participant.
2. Services will include, at a minimum, one (1) hour of individual counseling per week, two (2) hours of recovery-oriented group counseling per week, and one (1) alcohol and drug free socialization activity per quarter. Individual and group counseling will be made available both days and evenings.
3. Program topics will include addiction and recovery specific topics, the twelve-step model of recovery, family dynamics, self-esteem, communication and conflict resolution, disease model of substance abuse, health issues, housing options, financial management, interviewing and job application skills, and educational issues.

4. Ancillary support services will include access to HIV/AIDS testing and education, English as a Second Language (ESL) classes, vocational and educational training, preventive health, and financial assistance.
5. Case coordination and referrals with other San Mateo County providers as necessary.
6. Make available space for three twelve-step group meetings per week, including one (1) Spanish-speaking twelve-step support group meeting at least one (1) day per week.
7. Provide parenting classes including discussions on domestic violence and abuse.

C. County Adult Nonresidential Alcohol and Drug Treatment Rates of Payment:

In full consideration of services provided by Contractor, the maximum contract obligation for County funded adult nonresidential alcohol and drug treatment services contained in this Exhibit is EIGHTY-ONE THOUSAND SEVENTY-SEVEN DOLLARS (\$81,077). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is SIX THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS AND FORTY-TWO CENTS (\$6,756.42).

1. **The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.**
2. **The unit rate is determined by dividing the maximum contract obligation by the contracted hours of staff availability (\$81,077 divided by 2,323 = \$34.90 per hour of staff availability).**

ATTACHMENT 4

Payment Procedures (Revision 1 - Flat Rate Agreement) EL CENTRO DE LIBERTAD July 1, 2002 through June 30, 2003

1. General Provisions

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibits to the Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

2. Performance Required to Receive Full Payment

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the contracted number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

3. Corrective Action Plans

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

4. Payments

- a. County will pay Contractor the total contract amount in twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon 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.

- c. **To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.**
- d. **In the event Contractor is not in compliance with the performance standards set forth in paragraph 2 above based upon Contractor's six months performance data as of December 31, 2002, County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.**
- e. **Any withhold will be held by County pending year-end settlement, after which a reconciliation shall take place as set forth in section 5 of this Attachment.**
- f. **However, if, based on Contractor's performance, County determines that Contractor will be unable to meet the performance standards set forth in paragraph 2 above during the term of this contract, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider of the same service.**
- g. **Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.**

5. Year End Settlement

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. **County's maximum payment to Contractor will be the lesser of the full contract amount or 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.**

- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

6. **Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final year-end Cost Report may serve as Contractor's final budget revision upon approval of the County Alcohol and Drug Services Administrator. 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.

7. **Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADS) reports 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; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

8. Documentation Required for Payment

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

9. Procedures in the Event of Non-renewal of Contract

County shall provide Contractor with thirty (30) days' notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

10. **Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

11. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by County and reflected in a duly executed Amendment to this Agreement.

attachment 4 rev 12-10-02 bold.doc

COUNTY OF SAN MATEO
Departmental Correspondence

Date: May 23, 2002

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

CONTRACTOR: El Centro de Libertad (AKA: The Freedom Center)

DOES CONTRACTOR TRAVEL?

Yes

DUTIES:

Provides nonresidential alcohol and drug treatment and prevention services to adults and adolescents in San Mateo County.

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

Remarks/Comments:

Signature: Priscilla Morse
Risk Management

Inform.wp

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/17/2009

PRODUCER (650)341-4484 FAX (650)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 The Freedom Center
1230 #A Hopkins Avenue
Redwood City, CA 94062

INSURER A: NIAC
INSURER B:
INSURER C:
INSURER D:
INSURER E:

REVISED

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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2001-03306 NPO	05/15/2002	05/15/2003	EACH OCCURRENCE \$ 1,000,
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,
	<input checked="" type="checkbox"/> Misc. Professional				PERSONAL & ADV INJURY \$ 1,000,
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP-AGG \$ 2,000,
A	AUTOMOBILE LIABILITY	2001-03306 NPO	05/15/2002	05/15/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS LIABILITY	2002-03306-UMB-NPO	05/15/2002	05/15/2003	EACH OCCURRENCE \$ 2,000,
	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS
					OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Directors & Officers	2002-03306DO	05/15/2002	05/15/2003	Limits of Liability \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate Holder is named Additional Insured as respects to the insureds business operations at the following locations: 2944 Broadway, Redwood City, CA, 1230 #A Hopkins, Redwood City, CA 210 San Mateo Rd., Half Moon Bay, CA
Additional Insured applies to General Liability policy only, per form CG 2026 11/85
Ten day notice of cancellation for non-payment shall apply

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
San Mateo County Alcohol and Drug Program Attn: Jane Marks 400 Harbor Blvd., Bldg B Belmont, CA 94002		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>10</u> 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/SANDEE <i>Peter Kelly</i>

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

This Amendment, entered into this _____ day of _____, 2002, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and FREE AT LAST (hereinafter called "Contractor");

W I T N E S S E T H:

WHEREAS, on October 29, 2002, the parties hereto entered into an Agreement for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

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

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

Change #1: Delete Paragraph 1. Exhibits and Attachments from the body of the Agreement and insert the new Paragraph 1 to read as follows:

1. Exhibits and Attachments

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

- | | |
|------------|--|
| Exhibit A: | State Net Negotiated Amount (NNA) Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services (Revision 1) |
| Exhibit B: | NNA Funded Alcohol and Drug Prevention Services and Rates of Payment for Those Services (Revision 1) |
| Exhibit C: | Bay Area Services Network (BASN) Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services |
| Exhibit D: | County Funded Alcohol and Drug Treatment Continuation Services and Rates of Payment for |

	Those Services
Exhibit E:	Nonreimbursable Services
Exhibit F:	County Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
Exhibit G:	One Time County Funded Alcohol and Drug Treatment Services and Payment for Those Services
Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	HIV/AIDS Services
Attachment 4:	Payment Procedures (Revision 1)
Attachment 5:	Monitoring Procedures
Attachment 6:	Program Specific Requirements
Attachment 7:	Equal Benefits Compliance
Attachment 8:	Additional (NNA) Requirements

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

- A. Maximum Amount
In full consideration of Contractor's performance of the services described in the Exhibits, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED FIFTY-TWO DOLLARS (\$672,852) for the contract term.

Change #3: Delete Section I.C. in Exhibit A, and insert the new Section I.C. to read as follows:

- C. NNA Perinatal Residential Services Payment Rates:
In full consideration of the perinatal residential services provided by Contractor, the total contract obligation for these services is ONE HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS (\$156,479). Subject to the payment methodology set forth in Attachment 4, the monthly rate of payment is THIRTEEN THOUSAND FORTY DOLLARS(\$13,040).
1. **The monthly rate of payment is determined by dividing the**

maximum contract obligation into twelve equal payments.

2. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$156,479 divided by 2,006 = \$78.00 per bed day).

Change #4: Insert in Exhibit A, the new Section II. to read as follows:

II. NNA FUNDED NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. Nonresidential Alcohol and Drug Treatment Units of Service:

1. Admit to Contractor's nonresidential alcohol and drug treatment program a minimum of twelve (12) program participants. Provide a total of one thousand four hundred four (1,404) hours of nonresidential alcohol and drug treatment services to be allocated by Contractor.
2. Contractor will provide eight hundred fifty (850) hours of staff availability dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

B. Nonresidential Alcohol and Drug Treatment Services:

Contractor's basic nonresidential alcohol and drug treatment program shall include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
2. Services will include weekly individual and group counseling sessions. Program topics will focus on addiction and recovery specific topics including: adult children of alcoholics, co-dependency, substance-related abuse, parenting skills, stress management, and relapse prevention.
3. Provide culturally and language appropriate twelve-step models to meet the cultural needs of program participants. In

addition, Contractor will develop similar peer support activities that are culturally relevant.

4. Provide one (1) alcohol and drug free socialization activity per quarter.
5. Provide evaluation and referral for medical services.
6. Provide ancillary services including access to education and literacy programs, job skills assessment and training, employment information, and HIV/AIDS testing and education.

C. Nonresidential Alcohol and Drug Treatment Rates of Payment:
In full consideration of the services provided by Contractor, the maximum contract obligation for NNA nonresidential treatment services contained in this Exhibit is FORTY-THREE THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS (\$43,352). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is THREE THOUSAND SIX HUNDRED TWELVE DOLLARS AND SIXTY-SEVEN CENTS (\$3,612.67).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate for hours of staff availability is determined by dividing the maximum contract obligation by the number of contracted hours of staff availability (\$43,352 divided by 850 = \$51.00 per hour of staff availability).

Change #5: Delete Section IV. in Exhibit B and insert in its place the new Section IV. to read as follows:

IV. NNA FUNDED PREVENTION SERVICES RATES OF PAYMENT
In full consideration of services provided by Contractor, the total amount for NNA prevention services contained in this Exhibit is EIGHTY SIX THOUSAND FOUR HUNDRED NINETY-SEVEN DOLLARS (\$86,497). Subject to the payment methodology set forth in Attachment 4, the monthly rate of payment is SEVEN THOUSAND TWO HUNDRED EIGHT DOLLARS AND EIGHT CENTS (\$7,208.08).

- A. **The monthly rate of payment is determined by dividing the maximum contract obligation into twelve equal payments.**
- B. **All payments under this Agreement must directly support services specified in this Agreement.**

Change #6: Insert the new Exhibit F, attached hereto and incorporated by reference herein.

Change #7: Insert the new Exhibit G, attached hereto and incorporated by reference herein.

Change #8: Delete Attachment 4 and insert in its place the new **Attachment 4 (Revision 1)**, attached hereto and incorporated by reference herein.

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

1. The Agreement of October 29, 2002 be amended accordingly.
2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.
4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

FREE AT LAST

Deborah Vargas Executive Director

Name, Title - Print

Deborah Vargas

Signature

Date: *12/19/02*

EXHIBIT F (Flat Rate Agreement)
County Funded Alcohol and Drug Treatment Services and Payments
FREE AT LAST
July 1, 2002 through June 30, 2003

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

I. COUNTY FUNDED WOMEN'S RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES:

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

A. Women's Residential Alcohol and Drug Treatment Units of Service:

Admit to Contractor's women's residential alcohol and drug treatment program a minimum of six (6) program participants who meet the population criteria identified in Contractor's treatment proposal. Provide a total of two thousand nineteen (2,019) days of residential alcohol and drug treatment services to be allocated by Contractor.

B. Women's Residential Alcohol and Drug Treatment Services:

Contractor's basic women's residential alcohol and drug treatment services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
2. Provide each program participant with a minimum of six (6) hours of group therapy to address recovery issues including denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills.

3. Provide a structured program including, but not limited to, group and individual counseling, art therapy, parenting education, twelve-step meetings, and family socialization activities.
4. Provide ancillary support services including access to legal support, HIV/AIDS testing, literacy assistance and supportive educational training and job search, and additional medical/mental health assessments to those participants identified as having special needs.
5. Develop an aftercare recovery plan with each program participant which includes parenting groups, early recovery groups, individual and family counseling, participation in special interest groups, and weekly attendance at "twelve step" meetings.

C. Women's Residential Alcohol and Drug Treatment Rates of Payment:

In full consideration of services provided by Contractor, the maximum contract obligation for County funded women's residential alcohol and drug treatment services contained in this Exhibit is FIFTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS (\$51,871). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is FOUR THOUSAND THREE HUNDRED TWENTY-TWO DOLLARS AND FIFTY-EIGHT CENTS (\$4,322.58).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$51,871 divided by 2,019 = \$25.69 per bed day).

EXHIBIT G (Flat Rate Agreement)
One-Time County Funded
Alcohol and Drug Treatment Services and Payments
Treatment Continuation Services
FREE AT LAST
July 1, 2002 through June 30, 2003

Contractor will provide the following one-time alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. All payments under this Agreement must directly support services specified in this Agreement.

I. ALCOHOL AND DRUG TREATMENT SERVICES

Contractor will provide one-time residential alcohol and drug treatment services through June 30, 2003, to eighteen (18) men, known as "program participants." Contractor will develop and implement a process for transitioning any program participants who have not completed the residential program out of this program and into other appropriate services no later than June 30, 2003.

A. Alcohol and Drug Treatment Units of Service:

Provide one-time men's residential alcohol and drug treatment services to a maximum of eighteen (18) chemically dependent male program participants. Provide a maximum of two thousand seven hundred thirty (2,730) days of residential alcohol and drug treatment services to be allocated by Contractor among the program participants.

B. Alcohol And Drug Treatment Services:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
2. Provide a minimum of one (1) individual counseling session for each program participant weekly to review and adapt their recovery plan as goals are attained.
3. Provide each program participant with a minimum of six (6) hours of groups therapy to address recovery issues including, but not limited to: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills.

4. Provide a structured program including, but not limited to, group and individual counseling, art therapy, parenting education, "twelve step" meetings, and family socialization activities.
5. Provide ancillary support services including access to legal support, HIV/AIDS testing, literacy assistance and supportive educational training and job search, and additional medical/mental health assessments to those program participants identified as having special needs.
6. Develop an aftercare/transitional recovery plan with each program participant which includes, but is not limited to, referral to additional treatment services as appropriate, parenting groups, early recovery groups, individual and family counseling, participation in special interest groups, and weekly attendance at "twelve step" meetings.

C. Residential Alcohol and Drug Treatment Continuation Payment Rates:
In full consideration of the one-time residential alcohol and drug treatment services provided by Contractor, the maximum contract obligation for these services is ONE HUNDRED NINETY-ONE THOUSAND DOLLARS (\$191,000) for the term of the Agreement. Subject to the payment methodology set forth in Attachment 4, the monthly rate of payment is FIFTEEN THOUSAND NINE HUNDRED SIXTEEN DOLLARS AND SIXTY-SEVEN CENTS (\$15,916.67).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve equal payments.
2. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$191,000 divided by 2,730 = \$69.96 per bed day).

ATTACHMENT 4 (Revision 1- Flat Rate Agreement)

Payment Procedures

FREE AT LAST

July 1, 2002 through June 30, 2003

A. Provisions Applicable to Exhibits A, B, F and G

1. General Provisions

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in **Exhibits A, B, F and G** to this Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

2. Performance Required to Receive Full Payment

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the **Exhibits A, B, F and G** to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

3. Corrective Action Plans

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

4. Payments

- a. **County will pay Contractor the total contract amount in twelve (12) equal monthly payments.**
- b. **County will pay Contractor's monthly payment upon 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.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.**
- d. In the event Contractor is not in compliance with the performance standards set forth in paragraph 2 above based upon Contractor's six months performance data as of December 31, 2002, County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.**
- e. Any withhold will be held by County pending year-end settlement, after which a reconciliation shall take place as set forth in section 5 of this Attachment.**
- f. However, if, based on Contractor's performance, County determines that Contractor will be unable to meet the performance standards set forth in paragraph 2 above during the term of this contract, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider of the same service.**
- g. Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.**

5. Year End Settlement

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or 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.

- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

B. Provisions Applicable to Exhibits C and D

1. Final Settlement Payment

Final settlement payment for services provided under Exhibits C and D of 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 Agreement. Actual net allowable costs for services will be determined by the final/year-end Cost Report.

C. Provisions Applicable to All Services

1. Required Fiscal Documentation

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final year-end Cost Report may serve as Contractor's final budget revision upon approval of the County Alcohol and Drug Services Administrator. 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.

2. **Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADs) reports 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; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

3. **Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

4. **Procedures in the Event of Non-renewal of Contract**

County shall provide Contractor with thirty (30) days' notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities

described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
 - c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.
5. Contractor Notification to County of Inability to Provide All Units of Service
If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.
6. Contractor's Risk in Providing Extra Services
Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by County and reflected in a duly executed Amendment to this Agreement.

Fal adapted amend attachment 4.doc

COUNTY OF SAN MATEO
Departmental Correspondence

Date: September 18, 2002
TO: Priscilla Harris-Morse, Risk Manager
FROM: Jane Marks, Alcohol and Drug Services
Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE
SUBJECT: Contract Insurance Approval

CONTRACTOR: Free At Last

DOES CONTRACTOR TRAVEL? Yes

DUTIES:

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

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

Remarks/Comments:

Signature:

Priscilla Morse
Risk Management

Insurance Request Form.doc

Client#: 734

FREETAT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/10/02

PRODUCER Arthur J. Gallagher & Co. Inc. Brokers of CA Ins: Lic.#0726293 One Market Spear Twr Ste 200 San Francisco, CA 94105	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	
INSURED Free Mt Last Community Recovery & Reha 1796 Hlay Road East Palo Alto, CA 94303	INSURER A: Travelers Insurance Company INSURER B: Phoenix Assurance INSURER C: INSURER D: INSURER E:

COVERAGES

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

INSTR	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X860807X711402	09/01/02	09/01/03	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
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	8103034W98902	09/01/02	09/01/03	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO OTHER THAN AUTO ONLY EA ACC \$ AUTO ONLY AGG \$ EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ECF108140	07/01/02	07/01/03	<input checked="" type="checkbox"/> WD STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

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

CERTIFICATE HOLDER San Mateo County Drug & Alcohol Services 400 Harbor Blvd., Bldg. B Belmont, CA 94002	ADDITIONAL INSURED/INSURER LETTER	CANCELLATION Ten Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. IF THE CERTIFICATE HOLDER DOES NOT RECEIVE THE NOTICE, THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE <i>Jim Lane</i>
---	--	---

POLICY NUMBER: X560807X711402

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON or
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

San Mateo County Drug & Alcohol
Services
400 Harbor Blvd., Bldg. B
Belmont, CA 94002

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

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

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

PRIMARY INSURANCE:

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

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

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**FIRST AMENDMENT TO THE FLATE RATE AGREEMENT WITH
THE LATINO COMMISSION FOR ALCOHOL AND DRUG SERVICES**

This Amendment, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and THE LATINO COMMISSION (hereinafter called "Contractor");

WITNESSETH:

WHEREAS, on October 29, 2002, the parties hereto entered into an Agreement for the furnishing of alcohol and drug treatment services by Contractor to County as set forth in that Agreement; and

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

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

Change #1: Delete Paragraph 1 Exhibits and Attachments from the body of the Agreement and insert new Paragraph 1 to read as follows:

1. Exhibits and Attachments

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

- Exhibit A: Bay Area Services Network (BASN) Funded Services and Rates of Payment for Those Services
- Exhibit B: County Funded Alcohol and Drug Treatment Continuation Services and Rates of Payment for Those Services
- Exhibit C: **Negotiated Net Amount (NNA) Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services**
- Exhibit D: **County Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services**

- Attachment 1: Compliance with Section 504
- Attachment 2: Fingerprinting Compliance
- Attachment 3: HIV/AIDS Services
- Attachment 4: Payment Procedures (Revision 1)**
- Attachment 5: Monitoring Procedures
- Attachment 6: Program Specific Requirements
- Attachment 7: Equal Benefits Compliance
- Attachment 8: Additional NNA Requirements

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

- A. Maximum Amount**
In full consideration of Contractor's performance of the services described in the Exhibits, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED TEN THOUSAND THREE HUNDRED NINETY-SIX DOLLARS (\$510,396) for the contract term.

Change #3: Insert new Exhibit C (Negotiated Net Amount [NNA] Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services), attached hereto and incorporated by reference herein.

Change #4: Insert new Exhibit D (County Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services), attached hereto and incorporated by reference herein.

Change #5: Delete Attachment 4 and insert new Attachment 4 (Payment Procedures), attached hereto and incorporated by reference herein.

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

1. The Agreement of October 29, 2002 be amended accordingly.
2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.

3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.

4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all Amendments herein.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

THE LATINO COMMISSION
DEBRA CAMARILLO
EXECUTIVE ADMINISTRATOR
Name, Title - Print

Signature

Date: 12/30/02

EXHIBIT C (Flat Rate Agreement)
State Negotiated Net Amount (NNA) Funded
Alcohol and Drug Treatment Services and Payments
LATINO COMMISSION OF SAN MATEO COUNTY, INC.
July 1, 2002 through June 30, 2003

Contractor will provide the following alcohol and drug treatment services at mutually agreed upon location(s) 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, hereinafter referred to as "program participants", who meet Alcohol and Drug Services treatment criteria.

I. NNA FUNDED RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

- A. NNA Residential Alcohol and Drug Treatment Units of Service:
Contractor will provide ten (10) alcohol and drug treatment beds, to a total of nineteen (19) program participants. Contractor will provide a total of three thousand four hundred seventy-seven (3,477) days of alcohol and drug treatment services to be allocated by Contractor as follows:
1. Admit to Contractors women's residential alcohol and drug treatment program a minimum of nine (9) program participants. Provide a total of one thousand seven hundred thirty-two (1,732) days of women's residential alcohol and drug treatment services to be allocated by Contractor.
 2. Admit to Contractors men's residential alcohol and drug treatment program a minimum of ten (10) program participants. Provide a total of one thousand seven hundred forty-five (1,745) days of men's residential alcohol and drug treatment services to be allocated by Contractor.
- B. NNA Residential Alcohol and Drug Treatment Services:
Contractors residential alcohol and drug treatment programs for both men and women shall include:
1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter, and other basic needs, addiction education and intervention, aftercare planning, urine screening, and follow-up at 3-months and 9-months after intake for each program participant.
 2. One alcohol and drug free socialization activity for residents per quarter.

3. Individual and group counseling addressing: cultural, gender, social economic, psychological and other issues that contribute to or develop as a result of substance abuse.
4. Family counseling to assist program participants resolve issues in family and extended family relationships.
5. Social and life skills training, role-playing, didactic presentations, resume writing, personal dress and hygiene, meal planning, preparation and nutrition, and self-esteem building exercises.
6. Educational services including: alcohol and drug education, English as a Second Language (ESL) classes, immigration laws, vocational assessment, counseling and job search.
7. Classes focusing on family values, and parenting skills.
8. Meditation practices and art therapy.
9. Access to medical services including a physical, TB screening, and mental health services.

C. NNA Residential Alcohol and Drug Treatment Service Delivery:

Contractor will provide the following continuum of services to residential treatment program participants upon completion of the residential program:

1. At approximately month four:
 - a. Begin to transition program participants to day treatment (DT) services:
 - 1) Weeks one and two program participants will continue in residential treatment, with a transition two days per week in day treatment (for a total of 5 hours of DT).
 - 2) Weeks three and four program participants will continue in residential treatment, with a transition three days per week in day treatment (for a total of 5 hours of DT).

2. At approximately month five:
 - a. Begin to transition program participants from residential treatment to day treatment and clean and sober living transitional housing (upon bed availability):
 - 1) Program participants will continue in residential treatment one day per week, and day treatment four times per week.
3. At approximately month six:
 - a. Begin to transition program participants to employment:
 - 1) Program participants will continue in day treatment for two weeks, with employment transition anticipated in week three.
 - 2) Begin employment placement with aftercare support.
4. At approximately month seven:
 - a. Program participants will enter into working phase with aftercare support.

D. NNA Residential Alcohol and Drug Services Rates of Payment:
In full consideration of the NNA services provided by Contractor, the maximum contract obligation for the NNA residential alcohol and drug treatment services contained in this Exhibit is of TWO HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED THIRTY-TWO DOLLARS (\$279,232). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is as follows:

1. County shall pay Contractor ELEVEN THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND SIXTY-SIX CENTS (\$11,634.66) per month, not to exceed a maximum contract obligation of ONE HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED SIXTEEN DOLLARS (\$139,616) for the term of the Agreement. This is the portion of the contract designated for NNA women's day treatment and residential alcohol and drug treatment services.
 - a. The monthly rate of payment is determined by dividing the maximum contract obligation by modality into twelve (12) equal payments.
 - b. The unit rate is determined by dividing the maximum contract obligation by the contracted number of bed days (\$139,616 divided by 1,732 = \$80.60 per bed day for women's residential).

2. County shall pay Contractor ELEVEN THOUSAND SIX HUNDRED THIRTY-FOUR DOLLARS AND SIXTY-SIX CENTS (\$11,634.66) per month, not to exceed a maximum contract obligation of ONE HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED SIXTEEN DOLLARS (\$139,616) for the term of the Agreement. This is the portion of the contract designated for NNA men's day treatment and residential alcohol and drug treatment services.
 - a. The monthly rate of payment is determined by dividing the maximum contract obligation by modality into twelve (12) equal payments.
 - b. The unit rate is determined by dividing the maximum contract obligation by the contracted number of bed days (\$139,616 divided by 1,745 = \$80.00 per bed day for men's residential).

EXHIBIT D
County Funded Alcohol and Drug Treatment Services and Payments
LATINO COMMISSION OF SAN MATEO COUNTY, INC.
July 1, 2002 through June 30, 2003

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

I. COUNTY FUNDED RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. County Women's Residential Alcohol and Drug Treatment Units of Service:

Admit to Contractors women's residential alcohol and drug treatment program a minimum of twelve (12) program participants who meet the population criteria identified in Contractors County funded treatment proposal. Provide a total of two thousand four (2,004) days of women's alcohol and drug treatment services to be allocated by Contractor.

B. County Women's Residential Alcohol and Drug Treatment Services:

Contractors women's residential alcohol and drug treatment services shall include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter, and other basic needs, addiction education and intervention, aftercare planning, urine screening, and follow-up at 3-months and 9-months after intake for each program participant.
2. One alcohol and drug free socialization activity for residents per quarter.
3. Individual and group counseling addressing: cultural, gender, social economic, psychological and other issues that contribute to or develop as a result of substance abuse.
4. Family counseling to assist program participants resolve issues around family and extended family relationships.

5. Social and life skills training, role-playing, didactic presentations, resume writing, personal dress and hygiene, and meal planning, preparation and nutrition, and self-esteem building exercises.
6. Educational services including: alcohol and drug education, English as a Second Language (ESL) classes, immigration laws and groups, vocational assessment, counseling and job search.
7. Classes focusing on family values, and parenting skills.
8. Meditation practices and art therapy.
9. Access to medical services including a physical, TB screening, and mental health services.

C. County Residential Alcohol and Drug Treatment Service Delivery:
Contractor will provide the following continuum of services to residential treatment program participants upon completion of the residential program:

1. At approximately month four:
 - a. Begin to transition program participants to day treatment (DT) services:
 - 1) Weeks one and two program participants will continue in residential treatment, with a transition two days per week in day treatment (for a total of 5 hours of DT).
 - 2) Weeks three and four program participants will continue in residential treatment, with a transition three days per week in day treatment (for a total of 5 hours of DT).
2. At approximately month five:
 - a. Begin to transition program participants from residential treatment to day treatment and clean and sober living transitional housing (upon bed availability):
 - 1) Program participants will continue in residential treatment one day per week, and day treatment four times per week.

3. At approximately month six:
 - a. Begin to transition program participants to employment:
 - 1) Program participants will continue in day treatment for two weeks, with employment transition anticipated in week three.
 - 2) Begin employment placement with aftercare support.
4. At approximately month seven:
 - a. Program participants will enter into working phase with aftercare support.

D. County Residential Alcohol and Drug Services Rates of Payment:
In full consideration of the County funded services provided by Contractor, the maximum contract obligation for County residential alcohol and drug treatment services contained in this Exhibit is ONE HUNDRED SIXTY-ONE THOUSAND FOUR HUNDRED EIGHTY-EIGHT DOLLARS (\$161,488). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is THIRTEEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND THIRTY-THREE CENTS (\$13,457.33).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate is determined by dividing the maximum contract obligation by the contracted number of bed days (\$161,488 divided by 2,004 = \$80.58 per bed day).

ATTACHMENT 4 (Revision 1 - Flat Rate Agreement)

Payment Procedures

The Latino Commission

July 1, 2002 through June 30, 2003

1. General Provisions

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibit(s) to the Agreement, the County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A. of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

2. Performance Required to Receive Full Payment

a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the contracted number of units set forth in the Exhibit.

b. The 10% service variance is based upon each modality and is not an overall contract variance.

3. Corrective Action Plans

After six (6) months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

4. Payments

a. County will pay Contractor the total contract amount in 12 equal monthly payments.

b. County will pay Contractor's monthly payment upon 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.

- c. **To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.**
- d. **In the event Contractor is not in compliance with the performance standards set forth in paragraph 2 above based upon Contractor's six months performance data as of December 31, 2002 County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.**
- e. **Any withhold will be held by County pending year-end settlement, after which a reconciliation shall take place as set forth in section 5 of this Attachment.**
- f. **However, if, based on Contractor's performance, the County determines that Contractor will be unable to meet the performance standards set forth in paragraph 2 above during the term of this Agreement, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider of the same service.**
- g. **Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make recommendation to the Director of the Human Services Agency, whose decision will be final. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.**

5. Year End Settlement

At the conclusion of each year of the term of this Agreement, a year-end settlement and reconciliation will take place as follows:

- a. **The County's maximum payment to Contractor will be the lesser of the full contract amount or 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.**

- b. If Contractor's performance by modality for the year is at or above 90% of the contracted service levels set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount of Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor's performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or Contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

6. Required Fiscal Documentation

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

7. Withholding Payment for Failure to Submit Reports

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- 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) reports 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

8. Documentation Required for Payment

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

9. Procedures in the Event of Non-renewal of Agreement

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

10. **Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

11. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

COUNTY OF SAN MATEO
Departmental Correspondence

Date: October 8, 2002

TO: Priscilla Harris-Morse, Risk Manager

FROM: Jane Marks, Alcohol and Drug Services
Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE

SUBJECT: Contract Insurance Approval

CONTRACTOR: The Latino Commission

DOES CONTRACTOR TRAVEL? Yes

DUTIES:
Provide residential alcohol and drug treatment services.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <input checked="" type="checkbox"/> Additional Insured	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1M	<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:

Signature: Priscilla Morse
Risk Management

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
10/02/2002

PRODUCER
All-Cal Insurance Agency/916 784-9070
420 Folsom Road, Suite #C
ATTN: BEVERLY
Roseville CA 95678-

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
Latino Commission on Alcohol & Drug Abuse Prevention
301 GRAND AVENUE #301
South San Francisco CA 94080-

INSURER A: **Nonprofits Ins Alliance Of CA**
INSURER B: **STATE FUND WORKERS COMPENSATION**
INSURER C: **FIDELITY & DEPOSIT COMPANY OF MARYLAND**
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.

INSR 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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIAB. <input checked="" type="checkbox"/> IMPROPER SEXUAL CON. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2002-04560	10/02/2002	10/02/2003	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 IMPROPER SEXUAL CON. 250,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2002-04560	10/02/2002	10/02/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	488-0000602-02	04/01/2002	04/01/2003	<input checked="" type="checkbox"/> WC STATUTORY 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
C	OTHER EMPLOYEE DISHONESTY FORGERY/ALTERATION	CCP005-3050-01	07/16/2002	07/16/2003	LIMITS 150,000 DEDUCTIBLE 1,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
COUNTY OF SAN MATEO, ALCOHOL AND DRUGS, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED AS A FUNDING SOURCE AS REGARDS THE ACTIVITIES OF THE INSURED UNDER THIS AGREEMENT.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
COUNTY OF SAN MATEO ALCOHOL & DRUGS ATTN: JANE MARKS 400 HARBOR BLVD. BLDG. C BELMONT CA 94002-		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, WITH AUTHORIZED REPRESENTATIVE <i>J. Espinoza</i>

INSURER: NON-PROFITS INSURANCE ALLIANCE

POLICY NUMBER: 2002-04560

POLICY TYPE: LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED---DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

DATES OF COVERAGE : 10/02/2002 THRU 10/02/2003

Name of person or organization: COUNTY OF SAN MATEO ALCOHOL & DRUG SERVICES

ADDITIONAL WORDING IF NECESSARY: THE COUNTY OF SAN MATEO, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED AS RESPECTS BEING A FUNDING SOURCE

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

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

Copyright, Insurance services Office, Inc. 1984

**FIRST AMENDMENT TO THE FLAT RATE AGREEMENT WITH
PROJECT NINETY, INC. FOR ALCOHOL AND DRUG SERVICES**

This Amendment, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and PROJECT NINETY, INC. (hereinafter called "Contractor");

W I T N E S S E T H:

WHEREAS, on October 29, 2002, the parties hereto entered into an Agreement for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

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

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

Change #1: Delete Paragraph 1. Exhibits and Attachments from the body of the Agreement and insert the new Paragraph 1 to read as follows:

1. **Exhibits and Attachments**

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

- | | |
|-------------------|---|
| Exhibit A: | Bay Area Services Network (BASN) Funded Services and Rates of Payment for those Services |
| Exhibit B: | Center for Substance Abuse Treatment (CSAT) Funded Alcohol and Drug Treatment Services and Rates of Payment for those Services |
| Exhibit C: | State Negotiated Net Amount (NNA) Funded Alcohol and Drug Treatment Services and Rates of Payment for those Services |
| Exhibit D: | County Funded Alcohol and Drug Treatment |

	Services and Rates of Payment for those Services
Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	HIV/AIDS Services
Attachment 4:	Payment Procedures (Revision 1)
Attachment 5:	Monitoring Procedures
Attachment 6:	Program Specific Requirements
Attachment 7:	Equal Benefits Compliance
Attachment 8:	Additional NNA Requirements

Change #2: Delete Paragraph 3.A. Maximum Amount and insert the new Paragraph 3.A. to read as follows:

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Exhibits, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed **ONE MILLION, TWO HUNDRED FORTY-THREE THOUSAND, NINE HUNDRED FORTY-FIVE DOLLARS (\$1,243,945)** for the contract term.

Change #3: Insert new Exhibit C, attached hereto and incorporated by reference herein.

Change #4: Insert new Exhibit D, attached hereto and incorporated by reference herein.

Change #5: Delete Attachment 4 and insert in its place the new **Attachment 4 (Revision 1)**, attached hereto and incorporated by reference herein.

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

1. The Agreement of October 29, 2002, be amended accordingly.
2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended

hereinabove, shall be binding on all parties hereto.

4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

PROJECT NINETY, INC.

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

James H. Stansberry
Signature

Date: 1-6-03

EXHIBIT C (Flat Rate Agreement)
State Negotiated Net Amount (NNA) Funded
Alcohol and Drug Treatment Services and Payments
PROJECT NINETY, INC.
July 1, 2002 through June 30, 2003

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, hereinafter referred to as "program participants", who meet Alcohol and Drug Services treatment criteria.

I. NNA FUNDED RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

Contractor will provide the following services:

- A. NNA Men's Residential Alcohol and Drug Treatment Units of Service:
Admit to Contractor's men's residential alcohol and drug treatment program a minimum of one hundred eighty-seven (187) program participants. Provide a total of sixteen thousand eight hundred nineteen (16,819) days of men's residential treatment services to be allocated by Contractor.
- B. NNA Men's Residential Alcohol and Drug Treatment Services:
Contractor's basic men's residential treatment services will include:
1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, individual and group counseling, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
 2. Ancillary support services including access to HIV/AIDS testing, education, job skills assessment and training, literacy assessment and training, and educational training.
 3. 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.
 4. Provide weekly education classes and group counseling.
 5. Provide access to twelve-step meetings including Alcoholics Anonymous, Narcotics Anonymous. Every program participant

shall attend daily twelve-step meetings while participating in Contractor's residential treatment program.

6. Review all medical needs of program participants and make appropriate referrals.
7. Provide or facilitate at least one alcohol and drug free socialization activity for program participants, per quarter.
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.

C. NNA Men's Residential Alcohol and Drug Treatment Rates of Payment:

In full consideration services provided by Contractor, the maximum contract obligation for NNA men's residential alcohol and drug treatment services contained in this Exhibit is SIX HUNDRED THIRTY NINE THOUSAND SIX HUNDRED EIGHT DOLLARS (\$639,608). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is FIFTY-THREE THOUSAND THREE HUNDRED DOLLARS AND SIXTY-SEVEN CENTS (\$53,300.67).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$639,608 divided by 16,819 = \$38.02 per bed day).

EXHIBIT D (Flat Rate Agreement)
County Funded Alcohol and Drug Treatment Services and Payments
PROJECT NINETY, INC.
July 1, 2002 through June 30, 2003

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 provide treatment services that are culturally and language appropriate to the population identified in Contractor's treatment proposals. Contractor will give priority for admission to San Mateo County residents. Contractor will provide the following services to individuals, hereinafter referred to as "program participants", who meet Alcohol and Drug Services treatment criteria.

I. COUNTY FUNDED ADOLESCENT ALCOHOL AND DRUG TREATMENT READINESS SERVICES

Contractor will comply with the terms and conditions of the most recent County Adolescent and Youth Alcohol and Drug Treatment Services Request for Proposals.

A. County Adolescent Alcohol and Drug Treatment Readiness Units of Service:

Contractor will provide the following services to male adolescents between fourteen (14) and twenty-four (24) years of age.

1. Admit to Contractor's adolescent male alcohol and drug treatment readiness program a minimum of one thousand four hundred forty (1,440) program participants who meet the population criteria identified in Contractor's treatment proposal. Contractor's services will include:
 - a. one thousand four hundred forty (1,440) individual adolescent alcohol and drug treatment counseling sessions; and
 - b. one hundred four (104) group adolescent alcohol and drug counseling sessions.

2. Hours of Staff Availability:

Contractor will provide one thousand two hundred forty-eight (1,248) hours of staff availability dedicated to these adolescent alcohol and drug treatment readiness services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

B. County Adolescent Alcohol and Drug Treatment Readiness Services:

1. Contractor will contact a minimum of one thousand four hundred forty (1,440) potential program participants.
2. Contractor will complete intake data on a minimum of two hundred fifty (250) unduplicated potential program participants.
3. Contractor will conduct a minimum of sixteen (16) alcohol and drug in-service training and workshops at San Mateo, Burlingame, Aragon, and Peninsula High Schools.
4. Provide counseling sessions to a minimum of sixteen (16) adolescents/young men who were wards of the court, within two (2) weeks of their release date.
5. Provide a minimum of thirty-six (36) alcohol and drug counseling sessions at Hillcrest Juvenile Hall.
6. Provide a toll free 800 number to assist youth in staying connected to treatment services. When the phone number cannot be personally answered, a 24-hour messaging service will be made available.
7. Conduct a minimum of four (4) recreational group activities to program participants, hereinabove.

C. County Adolescent Alcohol and Drug Treatment Readiness Rates of Payment:

In full consideration of the services provided by Contractor, the maximum contract obligation for County funded adolescent services contained in this Exhibit is THIRTY SIX THOUSAND SIXTY-ONE DOLLARS (\$36,061). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is THREE THOUSAND FIVE DOLLARS AND EIGHT CENTS (\$3,005.08).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate for hours of staff availability is determined by dividing the maximum contract obligation by the number of contracted hours of staff availability (\$36,061 divided by 1,248 = \$28.89 per hour of staff availability).

II. COUNTY FUNDED ADULT ALCOHOL AND DRUG TREATMENT READINESS SERVICES

A. County Adult Alcohol and Drug Treatment Readiness Units of Service:

1. Admit to Contractor's adult alcohol and drug treatment readiness program a minimum of one hundred fifty (150) program participants who are on the waiting list for admission to the residential alcohol and drug treatment programs, and who met the population criteria identified in Contractor's treatment proposal. Contractor's services will include:
 - a. eight hundred forty (840) individual adult alcohol and drug treatment counseling sessions; and
 - b. fifty-six (56) group adult alcohol and drug counseling sessions.
2. Provide nine hundred thirty-six (936) hours of staff availability dedicated to these adult alcohol and drug treatment readiness services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

B. County Adult Alcohol and Drug Treatment Readiness Services:

Contractor's basic adult alcohol and drug treatment readiness program will include:

1. Conduct treatment readiness groups that will provide support, recovery tools, and encouragement to attend twelve-step meetings including Alcoholics Anonymous and Narcotics Anonymous, to assist individuals on the waiting list to enter treatment when an opening occurs.
2. Assist program participants on the waiting list in obtaining the seventy-two (72) hours of sobriety required before they can be admitted to Contractor's adult residential alcohol and drug treatment program.
3. Provide assessment of program participants for alcohol and other drugs utilizing the Addiction Severity Index (ASI).
4. Contractor will admit no less than sixty-five percent (65%) of the individuals who participate in the County alcohol and drug treatment readiness program into Contractor's residential treatment program.

C. County Adult Alcohol and Drug Treatment Readiness Rates of Payment: In full consideration of the services provided by Contractor, the maximum contract obligation for County funded adult alcohol and drug treatment services contained in this Exhibit is TWENTY SEVEN THOUSAND FIVE HUNDRED NINE DOLLARS (\$27,509). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is TWO THOUSAND TWO HUNDRED NINETY-TWO DOLLARS AND FORTY-TWO CENTS (\$2,292.42).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate for hours of staff availability is determined by dividing the maximum contract obligation by the number of contracted hours of staff availability (\$27,509 divided by 936 = \$29.39 per hour of staff availability).

III. COUNTY FUNDED ADULT RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

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

1. Admit to Contractor's adult residential alcohol and drug treatment program a minimum of sixty-two (62) program participants who meet the population criteria identified in Contractor's treatment proposal. Provide a total of five thousand six hundred fifty-five (5,655) days of adult residential alcohol and drug treatment services to be allocated by Contractor.
2. Of the total of Section III.A.1. above, Contractor will provide a total of two thousand one hundred ninety-six (2196) days of adult residential alcohol and drug treatment services to be allocated by Contractor among a minimum of twenty-four (24) program participants who meet the special needs criteria below.
 - a. A person with special needs is an individual who has multiple complex issues such as a medical psychiatric diagnosis and a substance abuse problem. Program participants who have special needs may be treated by agencies that have the expertise, staffing pattern, treatment structure, and protocols to support the individual's special needs in recovery.
 - b. Contractor must be pre-approved in writing by both Alcohol and Drug Services and Mental Health Services if they wish to provide services to individuals with more severe problems than special needs individuals, such as those individuals

who are chronically mentally ill and need both substance abuse treatment and an ongoing involvement with Mental Health Services.

B. County Adult Residential Alcohol and Drug Treatment Services:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, individual and group counseling, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
2. Provide or make available ancillary support services including HIV/AIDS testing education, job skills assessment and training, literacy assessment and training, and educational training.
3. 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.
4. Provide weekly education classes and group counseling.
5. Provide access to twelve-step meetings including Alcoholics Anonymous, Narcotics Anonymous. Every program participant shall attend daily twelve-step meetings while participating in Contractor's residential alcohol and drug treatment program.
6. Review all medical needs of program participants and make appropriate referrals.
7. Provide or facilitate at least one alcohol and drug free socialization activity for program participants per quarter.
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.

C. County Adult Residential Alcohol and Drug Rates of Payment:
In full consideration of services provided by Contractor, the maximum contract obligation for County funded adult residential alcohol and drug treatment services contained in this Exhibit is TWO HUNDRED NINETY-ONE THOUSAND EIGHT HUNDRED EIGHTY-SEVEN DOLLARS (\$291,887). Consistent with the payment methodology set forth in Attachment 4, the rates of payment are as follows:

1. The monthly rate of payment for regular residential services is determined by dividing the maximum contract obligation for regular bed days into 12 equal payments. ($\$138,346$ divided by 12 = $\$11,528.83$).
 - a. The unit rate for regular bed days is determined by dividing the maximum contract obligation by the number of contracted bed days ($\$138,346$ divided by 3,459 = $\$40.00$ per bed day).
2. The monthly rate of payment for special needs residential services is determined by dividing the maximum contract obligation for special needs bed days into 12 equal payments. ($\$153,541$ divided by 12 = $\$12,795.08$).
 - a. The unit rate for special needs bed days is determined by dividing the maximum contract obligation by the number of contracted bed days ($\$153,541$ divided by 2,196 = $\$69.92$ per bed day).

ATTACHMENT 4 (Revision 1 – Flat Rate Agreement)

**Payment Procedures
PROJECT NINETY, INC.
July 1, 2002 through June 30, 2003**

A. Provisions Applicable to Exhibits B, C and D

1. **General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in Exhibits B, C and D to this Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

2. **Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibits B, C and D to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

3. **Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

4. **Payments**

- a. **County will pay Contractor the total contract amount in twelve (12) equal monthly payments.**
- b. **County will pay Contractor's monthly payment upon 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.**

- c. **To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.**
 - d. **In the event Contractor is not in compliance with the performance standards set forth in paragraph 2 above based upon Contractor's six months performance data as of December 31, 2002, County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.**
 - e. **Any withhold will be held by County pending year-end settlement, after which a reconciliation shall take place as set forth in section 5 of this Attachment.**
 - f. **However, if, based on Contractor's performance, County determines that Contractor will be unable to meet the performance standards set forth in paragraph 2 above during the term of this contract, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider of the same service.**
 - g. **Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.**
5. **Year End Settlement**
At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:
- a. **County's maximum payment to Contractor will be the lesser of the full contract amount or 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.**

- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

B. Provisions Applicable to Exhibit A

1. Final Settlement Payment

Final settlement payment for services provided under Exhibit A of 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 Agreement. Actual net allowable costs for services will be determined by the final/year-end Cost Report.

C. Provisions Applicable to All Services

1. Required Fiscal Documentation

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final year-end Cost Report may serve as Contractor's final budget revision upon approval of the County Alcohol and Drug Services Administrator. 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.

2. Withholding Payment for Failure to Submit Reports

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADs) reports 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; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

3. Documentation Required for Payment

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

4. Procedures in the Event of Non-renewal of Contract

County shall provide Contractor with thirty (30) days' notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
 - c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.
5. Contractor Notification to County of Inability to Provide All Units of Service
If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.
6. Contractor's Risk in Providing Extra Services
Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by County and reflected in a duly executed Amendment to this Agreement.

COUNTY OF SAN MATEO
Departmental Correspondence

Date: July 29, 2002
TO: Priscilla Harris-Morse, Risk Manager.
FROM: Jane Marks, Alcohol and Drug Services
Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE

SUBJECT: Contract Insurance Approval

CONTRACTOR: Project Ninety, Inc.

DOES CONTRACTOR TRAVEL? Yes

DUTIES:
Provide residential alcohol and drug treatment services to male adults and adolescents

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <u> X </u> Additional Insured	<u> \$2M </u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	<u> \$1M </u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excess Liability	<u> \$5M </u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation <u> </u> No employees	<u> Statutory </u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Comments:

Signature: Priscilla Morse
Risk Management

Insurance Request Form.doc

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/28/2002

PRODUCER (650)341-4484 FAX (650)341-4465
 Business Professional Ins. Assoc. Inc.
 1519 South B Street
 San Mateo, CA 94402
 Marge Riley

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.
 % Carolyn Holochuck
 720 South B Street, #3
 San Mateo, CA 94401
 FAX 650 579 2640

INSURER A: NIAC
 INSURER B: State Compensation Ins. Fund
 INSURER C: Philadelphia % Cooper & McCloskey
 INSURER D: Royal Indemnity % Heath Ins. Brokers
 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.

INBR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2002-08509-NPO	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 1,000,
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,
	Professional Liab				PERSONAL & ADV INJURY \$ 1,000,
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,
A	AUTOMOBILE LIABILITY	2002-08509-NPO	07/01/2002	07/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	2002-08509-UMB-NPO	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 5,000,
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1642242	07/01/2002	07/01/2003	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$ 1,000,
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,
					E.L. DISEASE - POLICY LIMIT \$ 1,000,
C	OTHER Building	2002-08509-NPO	07/01/2002	07/01/2003	\$134,000 Special Form \$500 Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate holder is named as additional insured in regards to insured's business operations. Additional Insured applies to General Liability policy only, per Form CG 2026 1185. Ten [10] day notice of cancellation for non-payment of premium shall apply

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER 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/FAR000

**FIRST AMENDMENT TO THE FLAT RATE AGREEMENT WITH
SERVICE LEAGUE OF SAN MATEO COUNTY
FOR ALCOHOL AND DRUG SERVICES**

This Amendment, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and SERVICE LEAGUE OF SAN MATEO COUNTY (hereinafter called "Contractor");

W I T N E S S E T H:

WHEREAS, on October 29, 2002, the parties hereto entered into an Agreement for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

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

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

Change #1: Delete Paragraph 1, Exhibits and Attachments from the body of the Agreement and insert the new Paragraph 1 to read as follows:

1. **Exhibits and Attachments**

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

- | | |
|------------|--|
| Exhibit A: | State Net Negotiated Amount (NNA) Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services (Revision 1) |
| Exhibit B: | Bay Area Services Network (BASN) Funded Services and Rates of Payment for Those Services |
| Exhibit C: | County Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services |

Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	HIV/AIDS Services
Attachment 4:	Payment Procedures (Revision 1)
Attachment 5:	Monitoring Procedures
Attachment 6:	Program Specific Requirements
Attachment 7:	Equal Benefits Compliance
Attachment 8:	Additional NNA Requirements

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

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Exhibits, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed **TWO HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED SEVENTY-SEVEN DOLLARS (\$258,977)** for the contract term.

Change #3: Delete Section I.C. in Exhibit A and insert in its place the new Section I.C. to read as follows:

C. NNA Perinatal Residential Services Rates of Payment:

In full consideration of services provided by Contractor, the maximum contract obligation for NNA perinatal residential services provided by Contractor is **TWENTY-EIGHT THOUSAND ONE HUNDRED NINETEEN DOLLARS (\$28,119)**. Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is **TWO THOUSAND THREE HUNDRED FORTY-THREE DOLLARS AND TWENTY-FIVE CENTS (\$2,343.25)**.

1. The monthly rate of payment is determined by dividing the total contract obligation into twelve (12) equal payments.
 - a. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days ($\$28,119 \div 365 = \77.04 per bed day).

Change #4: Insert new Section II into Exhibit A to read as follows:

II. NNA RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. NNA Women's Residential Alcohol and Drug Treatment Units of Service:

Admit to Contractor's women's residential alcohol and drug treatment program a minimum of five (5) program participants. Provide a total of one thousand eight hundred two (1,802) days of women's residential alcohol and drug treatment services to be allocated by Contractor. Of these:

- 1. Admit women released from incarceration in the San Mateo County Women's Correctional Facility to Hope House within forty-five (45) days of release.**

B. NNA Women's Residential Alcohol and Drug Treatment Services: Contractor's basic women's residential alcohol and drug treatment program shall include:

- 1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), recovery planning, relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.**
- 2. Provide individual and group alcohol and drug related counseling.**
- 3. Provide two (2), two (2) hour alcohol and drug related education classes each week that will be documented in participant case records. Education classes will cover the following subjects:**
 - a) alcohol and drug addiction and recovery;**
 - b) life skills, including household budgeting, credit and time management;**
 - c) vocational education, including job readiness and dressing for success;**
 - d) continued education;**
 - e) parenting skills;**
 - f) socialization skills;**

- g) alcohol and drug free leisure activities;
 - h) physical fitness, nutrition and cooking;
 - i) health education, including utilizing medical services and AIDS/HIV awareness;
 - j) self-esteem;
 - k) stress management; and
 - l) court procedures.
4. Residents will be expected to attend Alcoholics Anonymous (AA), Narcotics Anonymous (NA), and/or other self-help groups during their participation in the program.
 5. Refer all appropriate unemployed program participants to the Department of Vocational Rehabilitation for assessment, job training, and placement.
 6. Address family reunification issues so program participants may work to maintain family structure and may have a family base to return to upon completing the Hope House program.
 7. Review all medical needs of program participants and make appropriate referrals as required.
 8. Provide or facilitate at least one (1) alcohol and drug free socialization activity for residents per quarter.
 9. Provide recovery services according to the social model of recovery; Contractor will emphasize peer-oriented recovery counseling.

C. NNA Women's Residential Alcohol and Drug Treatment Rates of Payment:

In full consideration of services provided by Contractor, the maximum contract obligation for NNA women's residential alcohol and drug treatment services provided by Contractor is ONE HUNDRED THIRTY-EIGHT THOUSAND TWO HUNDRED NINETY-TWO DOLLARS (\$138,292). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is ELEVEN THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS AND THIRTY-THREE CENTS (\$11,524.33).

1. **The monthly rate of payment is determined by dividing the total contract obligation into twelve (12) equal payments.**
2. **The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$138,292 divided by 1,802 = \$76.74 per bed day).**

Change #5: Insert new Exhibit C, attached hereto and incorporated by reference herein.

Change #6: Delete Attachment 4 and insert in its place the new **Attachment 4 (Revision 1)**, attached hereto and incorporated by reference herein.

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

1. The Agreement of October 29, 2002, be amended accordingly.
2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.
4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

SERVICE LEAGUE OF SAN MATEO COUNTY

ELIZABETH K. GHELETA, EXEC. DIRECTOR
Name, Title - Print

Elizabeth K. Gheleta
Signature

Date: 1-2-03

EXHIBIT C (Flat Rate Agreement)
County Funded Alcohol and Drug Treatment Services and Payments
SERVICE LEAGUE OF SAN MATEO COUNTY
July 1, 2002 through June 30, 2003

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 provide treatment services that are culturally and language appropriate to the population identified in Contractor's treatment proposal. Contractor will give priority for admission to San Mateo County residents. Contractor will provide the following services to individuals, hereinafter referred to as "program participants", who meet Alcohol and Drug Services treatment criteria.

I. COUNTY FUNDED WOMEN'S ALCOHOL AND DRUG TREATMENT READINESS SERVICES

A. County Women's Alcohol and Drug Treatment Readiness Units of Service:

1. Admit to Contractor's women's alcohol and drug treatment readiness program a minimum of two hundred forty-four (244) program participants who meet the population criteria identified in Contractor's treatment proposal. Provide a total of seven hundred twenty-eight (728) hours of women's alcohol and drug treatment readiness services to be allocated by Contractor.
2. Provide seven hundred twenty-eight (728) hours of staff availability dedicated to women's alcohol and drug treatment readiness services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

B. County Women's Alcohol and Drug Treatment Readiness Services:
Contractor's basic women's alcohol and drug treatment readiness program will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI], recovery planning, relapse prevention, and follow-up at 3 months and 9 months after intake for each program participant.
2. Individual interviews to determine the individuals issues regarding substance abuse, housing, legal, medical, mental health, and child custody.
3. Introduction to community programs and resources, including twelve-step programs, housing, educational/vocational

opportunities, employment placement, medical, and mental health referrals.

4. Introduction to recovery tools.
5. Referrals to other substance abuse programs.

C. County Women's Alcohol and Drug Treatment Readiness Rates of Payment:

In full consideration of services provided by Contractor, the maximum contract obligation for County funded women's treatment readiness services contained in this Exhibit is SIXTEEN THOUSAND FORTY-SEVEN DOLLARS (\$16,047). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is ONE THOUSAND THREE HUNDRED THIRTY-SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$1,337.25).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate for hours of staff availability is determined by dividing the maximum contract obligation by the number of contracted hours of staff availability (\$16,047 divided by 728 = \$22.04 per hour of staff availability).

II. COUNTY FUNDED RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. County Women's Residential Alcohol and Drug Treatment Units of Service:

Admit to Contractor's women's residential alcohol and drug treatment program a minimum of two (2) program participants who meet the population criteria identified in Contractor's treatment proposal. Provide a total of seven hundred fifty (750) days of women's residential alcohol and drug treatment services to be allocated by Contractor.

B. County Women's Residential Alcohol and Drug Treatment Services:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), recovery planning, relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
2. Provide individual and group alcohol- and drug-related counseling.

3. Provide two (2), two (2) hour alcohol and drug related education classes each week that will be documented in participant case records. Education classes will cover the following subjects:
 - a) alcohol and drug addiction and recovery;
 - b) life skills, including household budgeting, credit and time management;
 - c) vocational education, including job readiness and dressing for success;
 - d) continued education;
 - e) parenting skills;
 - f) socialization skills;
 - g) alcohol and drug free leisure activities;
 - h) physical fitness, nutrition and cooking;
 - i) health education, including utilizing medical services and AIDS/HIV awareness;
 - j) self-esteem;
 - k) stress management; and
 - l) court procedures.
4. Residents will be expected to attend Alcoholics Anonymous, Narcotics Anonymous, and/or other self-help groups during their participation in the program.
5. Refer all appropriate unemployed program participants to the Department of Vocational Rehabilitation for assessment, job training, and placement.
6. Address family reunification issues so that program participants may work to maintain family structure and may have a family base to return to upon completing the Hope House program.
7. Review all medical needs of program participants and make appropriate referrals as required.
8. Provide or facilitate at least one (1) alcohol and drug free socialization activity for residents per quarter.
9. Provide recovery services according to the social model of recovery; Contractor will emphasize peer-oriented recovery counseling.

C. County Women's Residential Alcohol and Drug Treatment Rates of Payment:

In full consideration of services provided by Contractor, the maximum contract obligation for County funded women's residential alcohol and drug treatment services contained in this Exhibit is FIFTY SEVEN THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS (\$57,556).

Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is FOUR THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND THIRTY-THREE CENTS (\$4,796.33).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$57,556 divided by 750 = \$76.74 per bed day).

ATTACHMENT 4

Payment Procedures (Flat Rate Agreement – Revision 1)

SERVICE LEAGUE OF SAN MATEO COUNTY

July 1, 2002 through June 30, 2003

A. Provisions Applicable to Exhibits A AND C

1. General Provisions

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in **Exhibits A and C** to this Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

2. Performance Required to Receive Full Payment

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the **Exhibits A and C** to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

3. Corrective Action Plans

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

4. Payments

- a. **County will pay Contractor the total contract amount in twelve (12) equal monthly payments.**
- b. **County will pay Contractor's monthly payment upon 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.**

- c. **To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.**
- d. **In the event Contractor is not in compliance with the performance standards set forth in paragraph 2 above based upon Contractor's six months performance data as of December 31, 2002, County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.**
- e. **Any withhold will be held by County pending year-end settlement, after which a reconciliation shall take place as set forth in section 5 of this Attachment.**
- f. **However, if, based on Contractor's performance, County determines that Contractor will be unable to meet the performance standards set forth in paragraph 2 above during the term of this contract, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider of the same service.**
- g. **Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.**

5. **Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. **County's maximum payment to Contractor will be the lesser of the full contract amount or 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.**

- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

B. Provisions Applicable to Exhibit B

1. Final Settlement Payment

Final settlement payment for services provided under Exhibit B of 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 Agreement. Actual net allowable costs for services will be determined by the final/year-end Cost Report.

C. Provisions Applicable to All Services

1. Required Fiscal Documentation

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final year-end Cost Report may serve as Contractor's final budget revision upon approval of the County Alcohol and Drug Services Administrator. 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.

2. **Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADs) reports 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; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

3. **Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

4. **Procedures in the Event of Non-renewal of Contract**

County shall provide Contractor with thirty (30) days' notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
 - c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.
5. Contractor Notification to County of Inability to Provide All Units of Service
If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.
6. Contractor's Risk in Providing Extra Services
Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by County and reflected in a duly executed Amendment to this Agreement.

SvcIlg adapted attachment 4 12-11-02

COUNTY OF SAN MATEO
Departmental Correspondence

Date: December 10, 2002
TO: Priscilla Harris-Morse, Risk Manager
FROM: Jane Marks, Alcohol and Drug Services
Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE
SUBJECT: Contract Insurance Approval

CONTRACTOR: Service League of San Mateo County

DOES CONTRACTOR TRAVEL?

Yes

DUTIES:

Provide residential alcohol and drug treatment services to women and women with children.

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

Remarks/Comments:

Signature: Priscilla Morse
Risk Management

Insurance Request Form.doc

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/5/2002

PRODUCER Archbold & Father Ins. 505 Rainsville Rd. Petaluma, CA. 94952 707-769-8390 800-696-8390		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 SERVICE LEAGUE OF SAN MATEO COUNTY 727 MIDDLEFIELD ROAD REDWOOD CITY, CA 94063		INSURERS AFFORDING COVERAGE INSURER A: FIRST NATIONAL INS. CO. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC#

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.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP7750417K	11-14-02	11-14-03	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	X	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	BA7750417K	11-14-02	11-14-03	COMBINED SINGLE LIMIT (En accident) \$1,000,000 BODILY INJURY (Por person) \$ BODILY INJURY (Por accident) \$ PROPERTY DAMAGE (Por accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER PROFESSIONAL LIABILITY	LP7750417I	11-14-02	11-14-03	1,000,000/OCC. 2,000,000/AGG.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ADDITIONAL INSURED &

CERTIFICATE HOLDER

COUNTY OF SAN MATEO
 ALCOHOL AND DRUG SERVICES
 400 HARBOR BLVD. BLDG. C
 BELMONT, CA. 94402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James E. Archbold

**FIRST AMENDMENT TO THE FLAT RATE AGREEMENT WITH
SITIKE COUNSELING CENTER FOR ALCOHOL AND DRUG SERVICES**

This Amendment, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and SITIKE COUNSELING CENTER (hereinafter called "Contractor");

W I T N E S S E T H:

WHEREAS, on October 29, 2002, the parties hereto entered into an Agreement for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

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

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

Change #1: Delete Paragraph 1. Exhibits and Attachments from the body of the Agreement and insert the new Paragraph 1 to read as follows:

1. Exhibits and Attachments

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

- | | |
|-------------------|--|
| Exhibit A: | State Net Negotiated Amount (NNA) Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services (Revision 1) |
| Exhibit B: | Bay Area Services Network (BASN) Funded Services and Rates of Payment for Those Services |
| Exhibit C: | Nonreimbursable Services |
| Exhibit D: | County Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services |

- Attachment 1: Compliance with Section 504
- Attachment 2: Fingerprinting Compliance
- Attachment 3: HIV/AIDS Services
- Attachment 4: **Payment Procedures (Revision 1)**
- Attachment 5: Monitoring Procedures
- Attachment 6: Program Specific Requirements
- Attachment 7: Equal Benefits Compliance
- Attachment 8: Additional NNA Requirements

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

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Exhibits, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed **TWO HUNDRED FIFTY ONE THOUSAND THREE HUNDRED SEVENTY-NINE DOLLARS (\$251,379)** for the contract term.

Change #3: Delete Section I.D. in Exhibit A and insert in its place new Section I.D. to read as follows:

D. NNA Women's DCH Services Payment Rates:

In full consideration of the DCH services provided by Contractor, the total contract obligation for these services shall not exceed **ONE HUNDRED SIXTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS (\$167,182)**. Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is **THIRTEEN THOUSAND NINE HUNDRED THIRTY-ONE DOLLARS AND EIGHTY-THREE CENTS (\$13,931.83)**.

1. The monthly rate of payment is determined by dividing the total contract obligation into twelve (12) equal payments.
 - a. The unit rate for visit days is determined by dividing the maximum contract obligation by the number of contracted visit days (\$167,182 divided by 1,236 visit days = \$135.26 per visit day).

Change #4: Insert new Section II into Exhibit A to read as follows:

II. NNA NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. Nonresidential Alcohol and Drug Treatment Units of Service:

- 1. Admit to Contractor's nonresidential alcohol and drug treatment program a minimum of fifty (50) program participants. Provide a total of one thousand two hundred forty-two (1,242) hours of nonresidential alcohol and drug treatment services to be allocated by Contractor.**
- 2. Contractor will provide one thousand seven hundred six (1,706) hours of staff availability dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.**

B. Nonresidential Alcohol and Drug Treatment Services:

Contractor's basic nonresidential alcohol and drug treatment program shall include:

- 1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.**
- 2. Provide weekly individual and group counseling on alcohol and drug recovery issues including adult children of alcoholics, co-dependency, substance-related abuse, stress management, and relapse prevention.**
- 3. Provide access to twelve-step meetings.**
- 4. Provide one (1) alcohol and drug free socialization activity per quarter.**
- 5. Provide evaluation and referral for medical needs.**
- 6. Provide ancillary services including access to education and**

literacy programs, job skills assessment and training, employment information, and HIV/AIDS testing and education.

C. Nonresidential Alcohol and Drug Treatment Rates of Payment:
In full consideration of services provided by Contractor, the maximum contract obligation for NNA nonresidential alcohol and drug treatment services contained in this Exhibit is THIRTY EIGHT THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS (\$38,363). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is THREE THOUSAND ONE HUNDRED NINETY-SIX DOLLARS AND NINETY-TWO CENTS (\$3,196.92).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.

Change #5: Insert new Exhibit D, attached hereto and incorporated by reference herein.

Change #6: Delete Attachment 4 and insert in its place the new Attachment 4 (Revision 1), attached hereto and incorporated by reference herein.

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

1. The Agreement of October 29, 2002 be amended accordingly.
2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.
4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

SITIKE COUNSELING CENTER

RITONDA CECCATO, EXECUTIVE DIRECTOR
Name, Title - Print

Ritonda Ceccato
Signature

Date: 12/20/02

EXHIBIT D (Flat Rate Agreement)
County Funded Alcohol and Drug Treatment Services and Payments
SITIKE COUNSELING CENTER
July 1, 2002 through June 30, 2003

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

I. COUNTY NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. Nonresidential Alcohol and Drug Treatment Units of Service:

1. Admit to Contractor's nonresidential alcohol and drug treatment program a minimum of fifty (50) program participants who meet the population criteria identified in Contractor's treatment proposal. Provide a total of one thousand one hundred sixty-five (1,165) hours of nonresidential alcohol and drug treatment services to be allocated by Contractor.
2. Contractor will provide one thousand six hundred fifty-seven (1,657) hours of staff availability dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

B. Nonresidential Alcohol and Drug Treatment Services:

Contractor's basic nonresidential alcohol and drug treatment program shall include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
2. Provide weekly individual and group counseling on alcohol and drug recovery issues including adult children of alcoholics, co-dependency, substance-related abuse, stress management, and relapse prevention.

3. Provide access to twelve-step meetings.
4. Provide one (1) alcohol and drug free socialization activity per quarter.
5. Provide evaluation and referral for medical needs.
6. Provide access to ancillary services including education and literacy programs, job skills assessment and training, employment information, and HIV/AIDS testing and education.

C. Nonresidential Alcohol and Drug Treatment Payment Rate:
In full consideration of services provided by Contractor, the maximum contract obligation for County funded nonresidential alcohol and drug treatment services contained in this Exhibit is THIRTY FIVE THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS (\$35,968). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is TWO THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS AND THIRTY-THREE CENTS (\$2,997.33)

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.

Sitike Exhibit D County

ATTACHMENT 4 (Flat Rate Agreement – Revision 1)

Payment Procedures

SITIKE COUNSELING CENTER

July 1, 2002 through June 30, 2003

A. Provisions Applicable to Exhibits A and D

1. General Provisions

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in Exhibits A and D to this Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

2. Performance Required to Receive Full Payment

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibits A and D to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

3. Corrective Action Plans

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

4. Payments

- a. **County will pay Contractor the total contract amount in twelve (12) equal monthly payments.**
- b. **County will pay Contractor's monthly payment upon 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.**

- c. **To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.**
- d. **In the event Contractor is not in compliance with the performance standards set forth in paragraph 2 above based upon Contractor's six months performance data as of December 31, 2002, County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.**
- e. **Any withhold will be held by County pending year-end settlement, after which a reconciliation shall take place as set forth in section 5 of this Attachment.**
- f. **However, if, based on Contractor's performance, County determines that Contractor will be unable to meet the performance standards set forth in paragraph 2 above during the term of this contract, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider of the same service.**
- g. **Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.**

5. **Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. **County's maximum payment to Contractor will be the lesser of the full contract amount or 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.**

- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

B. Provisions Applicable to Exhibit B

1. Final Settlement Payment

Final settlement payment for services provided under Exhibit B of 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 Agreement. Actual net allowable costs for services will be determined by the final/year-end Cost Report.

C. Provisions Applicable to All Services

1. Required Fiscal Documentation

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final year-end Cost Report may serve as Contractor's final budget revision upon approval of the County Alcohol and Drug Services Administrator. 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.

2. **Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADs) reports 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; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

3. **Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

4. **Procedures in the Event of Non-renewal of Contract**

County shall provide Contractor with thirty (30) days' notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
 - c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.
5. **Contractor Notification to County of Inability to Provide All Units of Service**
If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.
6. **Contractor's Risk in Providing Extra Services**
Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by County and reflected in a duly executed Amendment to this Agreement.

Strike adapted attachment 4 12-12-02 bold

COUNTY OF SAN MATEO
Departmental Correspondence

Date: July 29, 2002

TO: Priscilla Harris-Morse, Risk Manager

FROM: Jane Marks, Alcohol and Drug Services
Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE

SUBJECT: Contract Insurance Approval

CONTRACTOR: Sitike Counseling Services

DOES CONTRACTOR TRAVEL?

Yes

DUTIES:

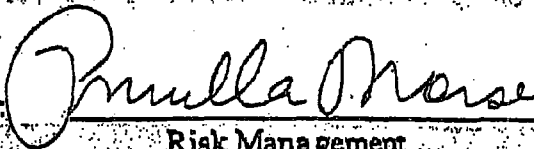
Provide nonresidential alcohol and drug treatment services to adults and pregnant/parenting women and their children.

INSURANCE COVERAGE:

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

Remarks/Comments:

Signature:



Risk Management

Insurance Request Form.doc

ACORD CERTIFICATE OF LIABILITY INSURANCE

55 24 C

Producer (510) 222-8643
GALEN HAYES INSURANCE AGENCY
 3550 SAN PABLO DAM ROAD # C
 EL SOBRANTE, CA 94803

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

Company A	PHILADELPHIA INDEMNITY INSURANCE
Company B	STATE COMPENSATION INSURANCE FUND
Company C	PHILADELPHIA INDEMNITY INSURANCE
Company D	PHILADELPHIA INDEMNITY INSURANCE

Insured SITIK01-DRG
SITIKE, INC.
 306 SPRUCE AVENUE
 SOUTH SAN FRANCISCO CA 94080

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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	POLICY EXPIRATION DATE	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 Protective <input checked="" type="checkbox"/> PROF. LIAB	PHPK024654	07/01/02	07/01/03	General Aggregate \$ 2,000.00 Products-Completed Ops Agg \$ 2,000.00 Personal & Advertising Injury \$ 1,000.00 Each Occurrence \$ 1,000.00 Fire Damage (any 1 fire) \$ 100.00 Medical Expenses (any one person) \$ 5.00
A	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	PHPK024654	07/01/02	07/01/03	Combined Single Limit \$ 1,000.00 Bodily Injury (per person) Bodily Injury (per accident) Property Damage
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				Auto Only - Each Accident Other Than Auto Only Each Accident Aggregate
C	EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form	PHTR009794	07/01/02	07/01/03	Each Occurrence \$ 1,000.00 Aggregate \$ 1,000.00
B	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY <input type="checkbox"/> The Proprietor/Partners/Executive Officers are: <input type="checkbox"/> Incl <input type="checkbox"/> Excl	1702054-02	07/01/02	07/01/03	<input checked="" type="checkbox"/> Statutory Limit <input type="checkbox"/> Other EL Each Accident \$ 1,000.00 EL Disease-Policy Limit \$ 1,000.00 EL Disease-Ea Employee \$ 1,000.00
D A	OTHER D & O PROPERTY	PHSD031981 PHPK024654	07/01/02 07/01/02	07/01/03 07/01/03	\$1,000,000 \$50,000. \$500 DED

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER ENDORSED AS ADDITIONAL INSURED, CG20261185 ATTACHED

CERTIFICATE HOLDER

SAN MATEO COUNTY
 ALCOHOL AND DRUG PROGRAM
 400 HARBOR BLVD., BUILDING C
 BELMONT, CA 94002

006

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10+ 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

Galen Hayes

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED— CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

SAN MATEO COUNTY ALCOHOL & DRUG PROGRAM

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

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control which you lease or occupy these premises.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**FIRST AMENDMENT TO THE FLAT RATE AGREEMENT WITH
WOMEN'S RECOVERY ASSOCIATION FOR ALCOHOL AND DRUG SERVICES**

This Amendment, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and WOMEN'S RECOVERY ASSOCIATION (hereinafter called "Contractor");

W I T N E S S E T H:

WHEREAS, on October 29, 2002, the parties hereto entered into an Agreement for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

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

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

Change #1: Delete Paragraph 1. Exhibits and Attachments and insert the new Paragraph 1 to read as follows:

1. Exhibits and Attachments

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

- | | |
|----------------------|---|
| Exhibit A: | State Net Negotiated Amount (NNA) and CalWORKs Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services (Revision 1) |
| Exhibit B: | County Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services |
| Attachment 1: | Compliance with Section 504 |

4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

WOMEN'S RECOVERY ASSOCIATION

Jolie A. Bou

Name, Title - Print



Signature

Date: 1-6-03

EXHIBIT A (Flat Rate Agreement – Revision 1)
State Negotiated Net Amount (NNA) and CalWorks Funded
Alcohol and Drug Treatment Services and Payments
WOMEN'S RECOVERY ASSOCIATION
July 1, 2002 through June 30, 2003

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 admit individuals, hereinafter referred to as "program participants" to available alcohol and drug treatment services. All San Mateo County residents will have priority for admission over all other people who are waiting to be admitted to Contractor's State NNA and CalWORKs funded alcohol and drug treatment programs.

I. NNA PERINATAL RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

Contractor's NNA perinatal residential program will comply with all aspects of the most current State of California Alcohol and Drug Programs (ADP) Perinatal Guidelines, and the most current State of California Standards for Drug Treatment Programs as they pertain to the NNA perinatal residential program.

A. NNA Perinatal Residential Alcohol and Drug Treatment Units of Service:

Admit to Contractor's NNA perinatal residential alcohol and drug treatment program a minimum of sixteen (16) program participants. Provide a maximum of two thousand eight hundred ninety-eight (2,898) days of NNA perinatal residential alcohol and drug treatment services to be allocated by Contractor.

1. Admit to Contractor's NNA perinatal residential alcohol and drug treatment program eight (8) women program participants. These women must be either pregnant substance using, or parenting, with an identified impairment in her ability to care for a child, ages birth through twelve (12) years of age, due to substance use. Contractor will provide a maximum of one thousand four hundred forty-nine (1,449) days of NNA perinatal residential recovery services to be allocated by Contractor.
2. Admit to Contractor's NNA perinatal residential alcohol and drug treatment program eight (8) program participants who are children of the women admitted to the NNA perinatal residential alcohol and drug treatment program specified above. Provide a maximum of one thousand four hundred forty-nine (1,449) days of NNA perinatal residential alcohol and drug treatment services to be

systems and activities through Contractor's Alumnae Association.

2. Children Services:

- a. Provide separate assessment of children to identify developmental and medical issues. Develop individual treatment plans for both adult program participants and their child(ren).
- b. Develop a children's therapeutic program which, at a minimum, will include therapeutic child care, appropriate developmental activities, age appropriate children's groups, "Mommy and me" groups, and individual services with perinatal and family counselors.

C. NNA Perinatal Residential Alcohol and Drug Treatment Payment Schedule:

In full consideration of the NNA perinatal residential alcohol and drug treatment services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below:

1. In full consideration of the perinatal services provided by Contractor the maximum contract obligation for these services is **TWO HUNDRED THOUSAND DOLLARS (\$200,000)**. **Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is SIXTEEN THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$16,666.67).**
2. **The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.**
3. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$200,000 divided by 2,898 = \$69.01 per bed day).

II. NNA NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

- A. NNA Nonresidential Alcohol and Drug Treatment Units of Service: Admit to Contractor's nonresidential alcohol and drug treatment program a minimum of sixty-nine (69) program participants. Provide a total of two thousand two hundred fifty (2,250) hours of nonresidential alcohol and drug treatment services to be allocated

the monthly rate of payment is FIVE THOUSAND SEVEN HUNDRED EIGHTY-NINE DOLLARS AND EIGHTY-THREE CENTS (\$5,789.83).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate for hours of staff availability is determined by dividing the maximum contract obligation by the number of contracted hours of staff availability (\$69,478 divided by 1,012 = \$68.65 per hour of staff availability).

III. **NNA WOMEN'S RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES**

A. **NNA Women's Residential Alcohol and Drug Treatment Units of Service:**

Admit to Contractor's women's residential alcohol and drug treatment program a minimum of thirty-five (35) program participants. Provide a total of six thousand two hundred twelve (6,212) days of women's residential alcohol and drug treatment services to be allocated by Contractor.

B. **NNA Women's Residential Alcohol and Drug Treatment Services:**
Population relevant programming will be made available to female alcohol and drug treatment participants. The following services are part of Contractor's basic women's residential alcohol and drug treatment program:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at 3 months and 6 months after intake for each program participant.
2. Provide weekly education classes and group counseling sessions and document in participant case records.
3. Have every program participant attend at least four (4) meetings a week of Alcoholics Anonymous, Narcotics Anonymous, and/or other self-help groups during their participation in the program.
4. Refer all appropriate unemployed program participants to the Department of Rehabilitation for assessment, job training, and placement.

by Contractor. Of these:

- a. Admit to Contractor's CalWORKs residential perinatal alcohol and drug treatment program a minimum of ten (10) women program participants. These women must be either pregnant substance using, or parenting, with an identified impairment in her ability to care for a child, ages birth through twelve (12), due to substance use, and must also be a CalWORKs recipient. Contractor will provide a maximum of one thousand four hundred sixty (1,460) days of CalWORKs residential perinatal treatment services to be allocated by Contractor.
- b. Admit to Contractor's CalWORKs residential perinatal alcohol and drug treatment program a minimum of ten (10) program participants who are children of the women admitted to the CalWORKs residential perinatal treatment program, above. Provide a minimum of one thousand four hundred sixty (1,460) days of CalWORKs residential perinatal treatment services to be allocated by Contractor among a minimum of ten (10) program participants who are children of the women admitted to the CalWORKs residential perinatal treatment program.

B. CalWORKs Residential Perinatal Alcohol and Drug Treatment Services:

1. Contractor's women's services will include:
 - a. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
 - b. Provide a least one (1) individual counseling session for each program participant weekly to review and adapt their recovery plan as goals are attained.
 - c. Provide each program participant with a minimum of six (6) hours of group therapy to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills.

C. CalWORKs Residential Perinatal Alcohol and Drug Treatment Services:

- 1. Contractor will work with the County to make every effort to identify those perinatal program participants who are receiving, or may be eligible to receive, CalWORKs benefits.**
- 2. Contractor will link program participants identified by the County as CalWORKs recipients with the County's Family Self Sufficiency Team (FSST) and Work First program as part of their on-going alcohol and drug treatment plan.**
- 3. Contractor will work closely with County's FSST in providing a continuum of services to perinatal program participants identified by County as being CalWORKs recipients.**

D. CalWORKs Residential Perinatal Alcohol and Drug Treatment Rates of Payment:

- 1. County will pay Contractor TWENTY-TWO DOLLARS AND EIGHTY-ONE CENTS (\$22.81) per day for a maximum of two thousand nine hundred twenty (2,920) days annually, specifically for those perinatal residential program participants identified by the County as being CalWORKs recipients. In no event shall the amount exceed a maximum of SIXTY SIX THOUSAND SIX HUNDRED TWENTY-NINE DOLLARS (\$66,629) for the term of the agreement.**
- 2. Verification of eligibility for CalWORKs payments, on an individual program participant basis, will be made by the County before payments are made to Contractor. Payments will be made only for those individuals who are deemed CalWORKs recipients by the County.**
- 3. Contractor's billing will include the following:**
 - a. Name of each perinatal residential program participant receiving CalWORKs.**
 - b. Dates services were provided for each perinatal residential program participant receiving CalWORKs.**
 - c. Total number of billing days times the amount of perinatal residential program participants receiving CalWORKs.**

EXHIBIT B (Flat Rate Agreement)
County Funded Alcohol and Drug Treatment Services and Payments
WOMENS RECOVERY ASSOCIATION
July 1, 2002 through June 30, 2003

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

I. COUNTY RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. County Women's Residential Alcohol and Drug Treatment Units of Service:

Admit to Contractor's women's residential alcohol and drug treatment program a minimum of six (6) program participants who meet the population criteria identified in Contractor's treatment proposal. Provide a total of one thousand six hundred seventy-five (1,675) days of women's residential alcohol and drug treatment services to be allocated by Contractor.

B. County Women's Residential Alcohol and Drug Treatment Services:

Population relevant programming will be made available to women alcohol and drug treatment participants. The following services are part of Contractor's basic women's residential alcohol and drug treatment program:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning and relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
2. Provide weekly education classes and group counseling sessions and document in participant case records.
3. Have every program participant attend at least four (4) meetings a week of Alcoholics Anonymous, Narcotics Anonymous, and/or other self-help groups during their participation in the program.

**B. County Alcohol and Drug Treatment Readiness Services:
Contractor's basic alcohol and drug treatment readiness program will include:**

1. Interview and orientation to Contractor's services.
2. Assessment of current substance abuse problems.
3. Financial assessment.
4. Case management and referral services (e.g. for family problems, child custody issues, homelessness, domestic violence, legal problems, other substance abuse programs).
5. Current living situation.
6. Guidelines to entry into Contractor's program.
7. Overview of program admission policies.
8. Drug testing.
9. Introduction to community based twelve-step support groups.
10. Program participants pre-approved by the San Mateo County AIDS Program will receive an individual assessment by a member of Contractor's counseling staff. The counselor will assess the woman's individual needs, such as detoxification, medications, special medical needs, and personal needs, and will coordinate services with the County AIDS Program.

**C. County Alcohol and Drug Treatment Readiness Rates of Payment:
In full consideration of services provided by Contractor, the maximum contract obligation for County funded alcohol and drug treatment readiness services contained in this Exhibit is FIFTY-SEVEN THOUSAND THREE HUNDRED TEN DOLLARS (\$57,310). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is FOUR THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND EIGHTY-THREE CENTS (\$4,775.83).**

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.

5. Group and individual counseling addressing: self-image, alcohol and drug use/abuse, sexual, physical and/or emotional abuse, sexuality, cultural issues, family substance abuse, and peer group concerns.
6. A comprehensive program for the families and caregivers of the program participants designed to empower the family and build the parents/caregivers role in recovery.
7. Access to twelve-step groups.
8. Structured recovery related clean and sober activities.
9. After care.

C. County Adolescent Female Residential Alcohol and Drug Treatment Rates of Payment:

In full consideration of services provided by Contractor, the maximum contract obligation for County funded adolescent female residential alcohol and drug treatment services contained in this Exhibit is SIXTY THOUSAND DOLLARS (\$60,000), or a maximum payment for actual program expenditures for the term of the Agreement, whichever is less. Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is FIVE THOUSAND DOLLARS (\$5,000).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$60,000 divided by 1,318 = \$45.52 per bed day).

WRA exhibit b

ATTACHMENT 4

Payment Procedures (Revision 1 - Flat Rate Agreement) WOMEN'S RECOVERY ASSOCIATION July 1, 2002 through June 30, 2003

1. General Provisions

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibits to the Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

2. Performance Required to Receive Full Payment

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the contracted number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

3. Corrective Action Plans

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

4. Payments

- a. County will pay Contractor the total contract amount in twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon 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.

- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

6. **Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final year-end Cost Report may serve as Contractor's final budget revision upon approval of the County Alcohol and Drug Services Administrator. 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.

7. **Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADS) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;

10. **Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

11. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by County and reflected in a duly executed Amendment to this Agreement.

attachment 4 rev 12-10-02 bold.doc

COUNTY OF SAN MATEO
Departmental Correspondence

Date: March 11, 2002

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

SUBJECT: Contract Insurance Approval

CONTRACTOR: Women's Recovery Association

DOES CONTRACTOR TRAVEL? Yes

DUTIES: Provide nonresidential, residential, and perinatal residential alcohol and drug treatment services to women, adolescent girls, and women with children.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <u>X</u> Additional Insured	\$3M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$5M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation <u> </u> No employees	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Comments:

Signature:

Priscilla Morse

Risk Management

Inform wp

**FIRST AMENDMENT TO THE FLAT RATE AGREEMENT WITH
YOUTH AND FAMILY ASSISTANCE FOR ALCOHOL AND DRUG SERVICES**

This Amendment, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and YOUTH AND FAMILY ASSISTANCE (hereinafter called "Contractor");

W I T N E S S E T H:

WHEREAS, on October 29, 2002, the parties hereto entered into an Agreement for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

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

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

Change #1: Delete Paragraph 1. Exhibits and Attachments from the body of the Agreement and insert the new Paragraph 1 to read as follows:

1. Exhibits and Attachments

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

- | | |
|------------|---|
| Exhibit A: | State Net Negotiated Amount (NNA) Funded Alcohol and Drug Prevention Services and Rates of Payment for Those Services (Revision 1) |
| Exhibit B: | Nonreimbursable Services |
| Exhibit C: | NNA Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services |
| Exhibit D: | County Funded Alcohol and Drug Treatment Services and Rates of Payment for Those |

Services

Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	HIV/AIDS Services
Attachment 4:	Payment Procedures (Revision 1)
Attachment 5:	Monitoring Procedures
Attachment 6:	Program Specific Requirements
Attachment 7:	Equal Benefits Compliance
Attachment 8:	Additional NNA Requirements

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

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Exhibits, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed **TWO HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS (\$232,351) for the contract term.**

Change #3: Delete Section I.B. in Exhibit A and insert the new Section I.B. to read as follows:

B. Alcohol and Drug Information and Referral Services Helpline Rates of Payment:

1. In full consideration of services provided by Contractor, the maximum contract obligation for alcohol and drug prevention services contained in this Exhibit is **FORTY ONE THOUSAND TWO HUNDRED TWENTY FIVE (\$41,225)**. Consistent with the payment methodology set forth in Attachment 4, **the monthly rate of payment is THREE THOUSAND FOUR HUNDRED THIRTY FIVE DOLLARS AND FORTY-TWO CENTS (\$3,435.42).**
2. **The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.**
3. **All payments under this Agreement must directly support services**

specified in this Agreement.

Change #4: Delete Section II.B. in Exhibit A and insert the new Section II.B. to read as follows:

B. Mis Hermanas Educational/Support Rates of Payment:

1. In full consideration of services provided by Contractor, the maximum contract obligation for NNA Mis Hermanas Educational/Support alcohol and drug prevention services contained in this Exhibit is THIRTY EIGHT THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS (\$38,775). Consistent with the payment methodology set forth in Attachment 4, **the monthly rate of payment is THREE THOUSAND TWO HUNDRED THIRTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$3,231.25).**
2. **The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.**
3. All payments under this Agreement must directly support services specified in this Agreement.

Change #5: Insert the new Exhibit C, attached hereto and incorporated by reference herein.

Change #6: Insert the new Exhibit D, attached hereto and incorporated by reference herein.

Change #7: Delete Attachment 4 and insert the new **Attachment 4 (Revision 1)**, attached hereto and incorporated by reference herein.

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

1. The Agreement of October 29, 2002, be amended accordingly.
2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended

hereinabove, shall be binding on all parties hereto.

4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

YOUTH AND FAMILY ASSISTANCE

BOB BYBICKI, EXEC. DIR.

Name, Title - Print



Signature

Date: 23 Dec '02

EXHIBIT C (Flat Rate Agreement)
State Negotiated Net Amount (NNA) Funded
Alcohol and Drug Treatment Services and Payments
YOUTH AND FAMILY ASSISTANCE
July 1, 2002 through June 30, 2003

Contractor will provide the following NNA 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, hereinafter referred to as "program participants", who meet Alcohol and Drug Services treatment criteria.

I. NNA ADOLESCENT NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

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

1. Admit to Contractors adolescent nonresidential alcohol and drug treatment program a minimum of one hundred seventeen (117) program participants. Provide a total of four thousand five hundred ninety-two (4,592) hours of adolescent nonresidential alcohol and drug treatment services to be allocated by Contractor.
2. Contractor will provide four thousand six hundred fifty-nine (4,659) hours of staff availability dedicated to these adolescent nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

B. Adolescent Nonresidential Alcohol and Drug Treatment Services: Contractors basic adolescent nonresidential alcohol and drug treatment program shall include:

1. Intake, assessment (utilizing a standardized assessment instrument approved by the Alcohol and Drug Services Manager, or her designee), recovery planning, individual and group counseling, relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
2. Provide or make available, ancillary support services including basic education/literacy assessment and training, and HIV/AIDS testing and education.

3. Provide or facilitate two (2) alcohol and drug free socialization activities for program participants during the course of each twelve (12) week program.
4. Develop an aftercare plan with each program participant prior to completion of the final phase of the NNA nonresidential alcohol and drug treatment program. The plan will include group and individual support for continued recovery, relapse prevention, education, and continuing linkages with community services.
5. Provide access to community based self help meetings including Alcoholics Anonymous, Narcotics Anonymous and /or other self-help groups for program participants during their participation in the program.
6. Provide a minimum of three (3), one (1) hour individual family counseling sessions for adolescent program participants and their parents or caregivers during the course of their twelve (12) week program.
7. Provide bi-monthly one (1) hour individual counseling sessions for each adolescent program participant during the course of their twelve (12) week program.
8. Provide two (2) hour alcohol and drug treatment group sessions weekly.

C. Adolescent Nonresidential Alcohol and Drug Treatment Rates of Payment:

In full consideration of services provided by Contractor, the maximum contract obligation for NNA adolescent nonresidential alcohol and drug treatment services contained in this Exhibit is ONE HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS (\$129,427). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is TEN THOUSAND SEVEN HUNDRED EIGHTY-FIVE DOLLARS AND FIFTY-EIGHT CENTS (\$10,785.58).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.

2. The unit rate is determined by dividing the maximum contract obligation by the contracted hours of staff availability ($\$129,427$ divided by $4,659 = \$27.78$ per hour of staff availability).

YFA Exhibit C.doc

EXHIBIT D (Flat Rate Agreement)
County Funded Alcohol and Drug Treatment Services and Payments
YOUTH AND FAMILY ASSISTANCE
July 1, 2002 through June 30, 2003

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

I. COUNTY ADOLESCENT NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. County Adolescent Nonresidential Alcohol and Drug Treatment Units of Service:

1. Admit to Contractors adolescent nonresidential alcohol and drug treatment program a minimum of sixteen (16) adolescent program participants. Provide a total of six hundred eighteen (618) hours of nonresidential alcohol and drug treatment services to be allocated by Contractor.
2. Contractor will provide six hundred eighty-four (684) hours of staff availability dedicated to these adolescent nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

B. County Adolescent Nonresidential Alcohol and Drug Treatment Services:

Contractors basic adolescent nonresidential alcohol and drug treatment program shall include:

1. Intake, assessment (utilizing a standardized assessment instrument approved by the Alcohol and Drug Services Manager, or her designee), recovery planning, individual and group counseling, relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
2. Provide or make available, ancillary support services including basic education/literacy assessment and training, and HIV/AIDS testing and education.

3. Provide or facilitate two (2) alcohol and drug free socialization activities for program participants during the course of each twelve (12) week program.
4. Develop an aftercare plan with each program participant prior to completion of the final phase of the NNA adolescent nonresidential alcohol and drug treatment program. The plan will include group and individual support for continued recovery, relapse prevention, education, and continuing linkages with community services.
5. Provide access to twelve-step meetings including Alcoholics Anonymous, Narcotics Anonymous and /or other self-help groups for program participants during their participation in the program.
6. Provide a minimum of three (3), one (1) hour individual family counseling sessions for adolescent program participants and their parents or caregivers during the course of their twelve (12) week program.
7. Provide bi-monthly, one (1) hour individual counseling sessions for each adolescent program participant during the course of their twelve (12) week program.
8. Provide two (2) hour alcohol and drug treatment group sessions weekly.

C. County Adolescent Nonresidential Alcohol and Drug Treatment Rates of Payment:

In full consideration of services provided by Contractor, the maximum contract obligation for County funded adolescent nonresidential alcohol and drug treatment services contained in this Exhibit is TWENTY-TWO THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS (\$22,924). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is ONE THOUSAND NINE HUNDRED TEN DOLLARS AND THIRTY-THREE CENTS (\$1,910.33).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.

2. The unit rate is determined by dividing the maximum contract obligation by the contracted hours of staff availability ($\$22,924$ divided by $684 = \$33.52$ per hour of staff availability).

YFA Exhibit D.doc

ATTACHMENT 4

Payment Procedures (Revision 1 - Flat Rate Agreement) YOUTH AND FAMILY ASSISTANCE July 1, 2002 through June 30, 2003

1. General Provisions

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibits to the Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

2. Performance Required to Receive Full Payment

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the contracted number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

3. Corrective Action Plans

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

4. Payments

- a. County will pay Contractor the total contract amount in twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon 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.

- c. **To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.**
- d. **In the event Contractor is not in compliance with the performance standards set forth in paragraph 2 above based upon Contractor's six months performance data as of December 31, 2002, County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.**
- e. **Any withhold will be held by County pending year-end settlement, after which a reconciliation shall take place as set forth in section 5 of this Attachment.**
- f. **However, if, based on Contractor's performance, County determines that Contractor will be unable to meet the performance standards set forth in paragraph 2 above during the term of this contract, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider of the same service.**
- g. **Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.**

5. **Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. **County's maximum payment to Contractor will be the lesser of the full contract amount or 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.**

- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

6. **Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final year-end Cost Report may serve as Contractor's final budget revision upon approval of the County Alcohol and Drug Services Administrator. 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.

7. **Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADS) reports 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; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

8. Documentation Required for Payment

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

9. Procedures in the Event of Non-renewal of Contract

County shall provide Contractor with thirty (30) days' notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

10. **Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

11. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by County and reflected in a duly executed Amendment to this Agreement.

attachment 4 rev 12-10-02 bold.doc

County of San Mateo
Departmental Correspondence

DATE:

7/15/02

TO:

Priscilla Morse, Risk Manager
Ext. - 4610, Fax - 4864, Pony #EPS163

FROM:

Nalini Nath, Contract Unit
Ext: 5184; Fax: 596-3478; Pony: HSA210

SUBJECT:

Contract Insurance Approval

CONTRACTOR:

YOUTH AND FAMILY ASSISTANCE

Does Contractor Travel and what percent? no

DUTIES: Provide child abuse "Warmline Services"

INSURANCE COVERAGE:

	AMOUNT	APPROVE	WAIVE	MODIFY
Comprehensive Liability x Additional Insured	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Dishonesty		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Comments:

Thanks.

SIGNATURE:

Priscilla Morse

Risk Management

7-15-02

Date

PRODUCER
 (MP) Heffernan Insurance Brkrs
 855 Oak Grove Avenue, #100
 Menlo Park CA 94025-4455
 Phone: 650-328-1400 Fax: 650-853-3881

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

 Youth & Family Assistance
 609 Price Avenue, #205
 Redwood City CA 94063

INSURER A: General Ins Co of America
 INSURER B: First Natl ins. Co. of Amer.
 INSURER C: Phoenix Assurance Co. of NY
 INSURER D: Safco Surplus Lines Ins. Co.
 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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CP7757378E	07/01/02	07/01/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 200,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/DP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	BA7757378C	07/01/02	07/01/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/> ANY AUTO					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
EXCESS LIABILITY					EACH OCCURRENCE \$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE \$
<input type="checkbox"/> DEDUCTIBLE					\$
<input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ECF108305	07/01/02	07/01/03	<input checked="" type="checkbox"/> WC STATUTORY 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
D	OTHER	LP7757378E	07/01/02	07/01/03	Per Occur 1,000,000
	Prof Liability				Aggregate 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate Holder is named as additional insured as respect to services provided by the Named Insured.

CERTIFICATE HOLDER **ADDITIONAL INSURED; INSURER LETTER:** COUNT00

County of San Mateo
 Human Services Agency
 Attn: Nalini Nath-Contracts
 262 Harbor Blvd, Bldg A
 Belmont CA 94002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
