

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

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and PROJECT NINETY, INC. (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on February 26, 2002, the parties hereto entered into an Agreement for the furnishing of certain services by Contractor to County as set forth in that Agreement; and

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

**CHANGE #1: Section 1 of the body of the Agreement is amended to read as follows:**

- |                                |   |
|--------------------------------|---|
| <b>Exhibit A (Revision 1):</b> | Center for Substance Abuse Treatment (CSAT) Funded Services and Rates of Payment for Those Services |
| <b>Exhibit B:</b>              | Outcome Based Management (OBM) and Budgeting Responsibilities.                                      |
| <b>Attachment 1:</b>           | Compliance with Section 504   |
| <b>Attachment 2:</b>           | Fingerprinting Compliance   |
| <b>Attachment 3:</b>           | HIV/AIDS Services   |
| <b>Attachment 4:</b>           | Payment Procedures  |
| <b>Attachment 5:</b>           | Monitoring Procedures   |
| <b>Attachment 6:</b>           | Program Specific Requirements   |
| <b>Attachment 7:</b>           | Equal Benefits Compliance   |

**CHANGE #2: Delete existing Exhibit A and insert new Exhibit A (Revision 1) attached hereto and incorporated by reference herein.**

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

1. The Agreement of February 26, 2002, be amended as set forth herein.
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, 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 hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

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

ATTEST:

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

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

PROJECT NINETY, INC.

*Marc A. Sabin, Executive*  
\_\_\_\_\_  
Name, Title - Print *Director*

*Marc A. Sabin*  
\_\_\_\_\_  
Signature

Date: *11/24/03*

**EXHIBIT A (Revision 1)**

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

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

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

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

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

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

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

Admit to Contractor's residential alcohol and drug treatment services a minimum of thirty-six (36) program participants who meet the criteria specified in Federal Grant I U79 TI13033-01, and are clinically assessed as needing residential treatment. Provide a total of three thousand five hundred forty-eight (3,548) days of residential alcohol and drug treatment services to be allocated by

Contractor, during the term of the agreement. Services will be provided over the contract term as follows:

- a) Contractor will provide approximately one thousand **one hundred eighty-three (1,183) days** of services to twelve (12) program participants annually.

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

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

1. Intake and assessment using the Addiction Severity Index (ASI), placement protocols, recovery planning, relapse prevention, and case management services for each program participant.
2. Provide weekly educational classes and individual and group counseling on alcohol and drug recovery issues including, but not limited to, adult children of alcoholics, anger management, co-dependency, substance-related abuse, Post Traumatic Stress Disorders, family issues, stress management and relapse prevention.
3. Provide access to 12-step meetings and other peer support services.
4. Develop an aftercare plan with each program participant prior to final phase of treatment program. Plan will include group and individual support for continued recovery, relapse prevention, education and other appropriate services.
5. Provide on-going alcohol and drug-free socialization activities. All events must be alcohol and drug free.
6. Directly, or with the assistance of Mental Health staff, provide evaluation and referral for medical and mental health needs.
7. Provide, or make available, ancillary services including access to education and literacy programs, State Disability Income (SDI), Supplemental Security Income (SSI), General Assistance (GA), Temporary Assistance for Needy Families (TANF), and other appropriate benefit resources, job skills assessment and training, employment information, and HIV/AIDS and Hepatitis B/C testing and education.
8. Provide program participants with a minimum of ninety (90) days of alcohol and drug-free residential treatment services, including a minimum of twenty (20) hours of structured programming per week.

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

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

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

1. **For the period of September 30, 2001 through November 30, 2003,** County shall pay Contractor **FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$5,250)** per month, not to exceed a maximum contract obligation of **ONE HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$136,500)**.
  - a. Contractor will submit monthly reports including:
    - 1) number of bed days provided each month.
    - 2) number of admissions and discharges each month.
2. **For the period of December 1, 2003 through September 29, 2004,** County shall pay Contractor **SIX THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$6,750)** per month, not to exceed a maximum contract obligation of **SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$67,500)**.
  - a. Contractor will submit monthly reports including:
    - 1) number of bed days provided each month.
    - 2) number of admissions and discharges each month.

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

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

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

1. Admit to Contractor's nonresidential alcohol and drug treatment program a minimum of three hundred sixty (360) program participants who meet the criteria specified in Federal Grant IU79 TI13033-01 and are clinically . . . . . Provide a total of twelve (12) individual and group counseling hours, per week, per program participant to be allocated by Contractor.
2. Contractor will provide a total of fourteen thousand four hundred nine (14,409) hours of staff availability dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. Services will be provided over the contract term as follows:
  - a) Contractor will provide approximately four thousand eight hundred three (4,803) staff available hours annually.

**B. Services:**

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

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

information, and HIV/AIDS and Hepatitis B/C testing and education.

7. Develop an aftercare plan with each program participant prior to final phase of treatment program. Plan will include group and individual support for continued recovery, relapse prevention, education and continuing linkages with community services.
8. Ensure that each program participant is administered baseline and follow-up ASI and Government Performance Results Act (GPRA) instruments at six (6) months and twelve (12) months, as specified in the grant.

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

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

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



**III. RESIDENTIAL “UNDEREMPLOYED” MEN’S ALCOHOL AND DRUG TREATMENT SERVICES STIPEND:**

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

**A. IS [redacted] [redacted] : Men’s Alcohol and Drug Treatment Units of Service. These services will be provided from September 30, 2001 through December 31, 2002**

1. Admit to Contractor’s residential “underemployed” men’s alcohol and drug treatment program a minimum of twelve (12) program participants who meet the criteria specified in Federal Grant I U79 TII3033-01. Provide a total of **one hundred eighty-four (184)** days of residential alcohol and drug treatment services for underemployed men to be allocated by Contractor. Services will be provided over the contract term as follows:

a) Contractor will provide approximately **sixty-one (61)** days of services to a total of four (4) [redacted]

**B. Residential “Underemployed” Men’s Alcohol and Drug Treatment Services**

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

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

SAN MATEO COUNTY  
MEMORANDUM

DATE: 7/10/03  
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163  
FROM: *Ernie* Ernie Bednar, Human Services Contracts  
FAX: (650) 596-3478 PONY: HSA210  
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Project Nincy, Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:  
Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: More than one

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Alcohol and drug services

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle 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"/>

REMARKS/COMMENTS: Updated Certificate

*Priscilla Morse* 7-10-03  
Risk Management Signature Date

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

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

*Helen G. Hayes*

DATE OF COOPERATION 1988

TOTAL EAC