

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
ASIAN AMERICAN RECOVERY SERVICES, INC.**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **Asian American Recovery Services, Inc.**, hereinafter called "Contractor";

WITNESSETH:

**WHEREAS**, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

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

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

**1. Exhibits**

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A: Description of Services
- Exhibit B: Payments and Rate of Payment
- Attachment 1: Assurance of Compliance with Section 504
- Attachment 2: Fingerprinting Compliance Form
- Attachment 3: Contractor Declaration Form

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

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform the services as set forth in this Agreement, in the Alcohol and Other Drug Services Policy and Procedure Manual and in the Exhibits and Attachments to the Agreement.

**3. Payments**

A. Maximum Amount

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A, and in the Alcohol and Other Drug Services Policy and Procedure Manual, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B and attachments herein for the contract term. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

The total fiscal obligation under this Agreement shall no exceed FOUR MILLION SIX HUNDRED FOUR THOUSAND FIVE HUNDRED SIXTEEN DOLLARS (\$4,604,516). The County's total fiscal obligation under this Agreement shall include (a) a fixed amount, and (b) a variable amount, which shall be a portion of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

The County's total fiscal obligation for the fixed amount shall not exceed \$545,794 for FY 2009-10, and \$545,794 for FY 2010-11.

The County's total fiscal obligation for the aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement shall not exceed THREE MILLION FIVE HUNDRED-TWELVE THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS (\$3,512,928). The maximum aggregate amount for FY 2009-10 is \$1,756,464, and the maximum aggregate amount for FY 2010-11 is \$1,756,464.

The Contractor acknowledges that the County has agreed to pay a "variable amount" to all contractors who provide fee for service alcohol and drug treatment and drug testing services authorized individually or collectively by a County Resolution, which shall be the Contractor's share of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

Therefore, the funds available to pay each individual contractor are dependent upon the amount or volume of services provided by the other contractors, as authorized by County.

The aggregate amount to be allocated between all contractors who provide the same or similar services as those described in this Agreement shall include and shall be limited to the following amounts:

For FY 2009-10:

1. NINE HUNDRED FIFTY THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$950,863) for SACPA Funded alcohol and drug treatment and prevention services as described in Exhibit A.
2. THREE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS (\$339,438) for SACPA OTP services as described in Exhibit A.
3. ONE HUNDRED SIXTY THOUSAND SIX HUNDRED-SEVEN DOLLARS (\$160,607) for SB223 Drug Testing described in Exhibit A.
4. TWO HUNDRED THIRTY THREE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS(\$233,325) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A.
5. SEVENTY TWO THOUSAND TWO HUNDRED THIRTY-ONE DOLLARS (\$72,231) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A.

For FY 2010-11:

1. NINE HUNDRED FIFTY THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$950,863) for SACPA Funded alcohol and drug treatment and prevention services as described in Exhibits A.
2. THREE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS (\$339,438) for SACPA OTP services as described in Exhibit A.
3. ONE HUNDRED SIXTY THOUSAND SIX HUNDRED-SEVEN DOLLARS (\$160,607) for SB223 Drug Testing described in Exhibit A.
4. TWO HUNDRED THIRTY THREE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS(\$233,325) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A.
5. SEVENTY TWO THOUSAND TWO HUNDRED THIRTY-ONE DOLLARS (\$72,231) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A.

**B. Rates, Amounts and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits, the Alcohol and Other Drug Services Policy and Procedure Manual and Attachments to this Agreement. Any rate increase is subject to the approval of the Chief of the Health System or the Chief's designee, and shall not be binding on County unless so approved in writing.

In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Chief of the Health System or the Chief's designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, the Chief, or designee shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachments herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the tenth (10<sup>th</sup>) day of each month.

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2009, through June 30, 2011.

This Agreement may be terminated by Contractor, the Chief of the County Health System or designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

#### **5. Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

#### **6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

#### **7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

#### **8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or

subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

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

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
  
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability . . . . .	\$1,000,000
(b) Motor Vehicle Liability Insurance . . . . .	\$1,000,000
(c) Professional Liability . . . . .	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

#### **10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment 1 which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;

- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

## **12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

## **13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

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

#### **14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

#### **15. Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

#### **16. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

**In the case of County, to:  
COUNTY OF SAN MATEO  
DIRECTOR, ALCOHOL AND OTHER DRUG  
SERVICES  
225 - 37TH AVENUE  
SAN MATEO, CA 94403**

**In the case of Contractor, to:  
ASIAN AMERICAN RECOVERY SERVICES,  
INC.  
DAVID MINETA, DEPUTY DIRECTOR  
1115 MISSION ROAD  
SOUTH SAN FRANCISCO, CA 94080**



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

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
Mark Church, President  
Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

**ASIAN AMERICAN RECOVERY SERVICES, INC.**

By: David Mineta, Deputy Director  
Print Name & Title

\_\_\_\_\_  
Signature

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

**Exhibit A - Description of Services**  
**ASIAN AMERICAN RECOVERY SERVICES, INC.**  
**July 1, 2009 through June 30, 2011**

**Alcohol and Drug Treatment and Prevention Services**

Contractor will provide the following alcohol and drug treatment and prevention services at a mutually agreed upon location in San Mateo County. All payments under this Original Agreement must directly support services specified in this Exhibit A. Contractor will give priority admission to San Mateo County residents and who are referred by County Behavioral Health and Recovery Services (BHRS) and Alcohol and Drug Services (AOD). Contractor will provide the following services to clients, who meet Alcohol and Drug Services (AOD) treatment and recovery and prevention services criteria in the following priority populations and service modalities. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

**I. Alcohol and Drug Prevention Services**

**A. Community-based Partnership:**

1. Contractor will be the lead/fiscal agency for the Community-based Partnership for the Prevention of Alcohol and Other Drug (AOD) Related Problems in the cities of Daly City and Pacifica.
2. Contractor will develop and implement the activities and achieve the objectives described in the approved Implementation Project Work Plan in collaboration with the Community-based Partnership.
3. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual, including additions and revisions, which is incorporated by reference herein.

**B. Administrative and Reporting Requirements**

1. Maintain documentation of all activities implemented in accordance with the Project Work Plan and the California Outcomes Measurement Service for Prevention (CalOMS Pv) reporting requirements. Make such documentation available to the AOD Program Analyst and Community Partners.
2. Enter data documenting the Community-Partnership's implementation activities into the California Department of Alcohol and Drug Programs' web-based CalOMS data system on a weekly basis-as services occur.
3. Work collaboratively with AOD staff and Community Partners to meet the objectives of the project work plan, achieve projected outcomes and accomplish related data collection, reporting, evaluation and quality improvement tasks.
4. The approved Implementation Work Plan and budget are hereby incorporated by reference. The Implementation Work Plan is an evolving and developing document. Any changes to the work plan and/or budget may be negotiated collaboratively and are subject to approval by the AOD administrator or designee.

5. Include the County AOD Program Analyst in the regular meetings of the Community-based Partnership during the implementation phase to provide technical assistance consultation and monitor progress according to the work plan deliverables.
6. Participate in AOD-sponsored training, networking and technical assistance opportunities designed to support community-partnership assessment, capacity building, planning, implementation, evaluation and sustainability.
7. Report hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time for each program year. Annual hours of staff availability are determined based on the formula 1 FTE = 1,787 hours of staff availability.

## II. Alcohol and Drug Treatment and Recovery Services

### A. STRATEGIC DIRECTION 1: PRIORITY POPULATIONS

1. The base of the funds must be used to serve priority population clients. Specifically:
  - a. 85% of annualized flat rate base funding must serve clients from one or more of Priority Populations as identified in Strategic Directions 2010.
  - b. 15% of the flat rate base funding is discretionary.
  - c. 100% of the Strategic Directions 2010 funding shall be used to fund services for clients in the four priority populations as outlined in the Strategic Directions 2010.

#### Units of Service

July 1, 2009- June 30, 2010 and July 1, 2010- June 30, 2011

Modalities / Priority Populations	Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
Outpatient/Criminal Justice, Homeless, Families with Children	Capacity: 10-15	# of SAH: 6,501
Day Treatment/Criminal Justice, Homeless, Families with Children	Capacity: 5-7	# of Visit Days: 1,932

### Priority Population Funding: UOS Breakdown

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
Flat Rate Base Funding Day Treatment	1,932 (visit days)	1,642 (visit days)	85%	290 (visit days)	15%
Flat Rate Base Funding Outpatient	5,037 (SAH)	4,281 (SAH)	85%	756 (SAH)	15%
Strategic Directions 2010	1,464 (SAH)	1,464 (SAH)	100%	0	0%
TOTAL (UOS) Visit Days	1,932	1,642		290 (visit days)	15%
Total (UOS) SAH	6,501 (SAH)	1,464 (SAH)		756 (SAH)	11.63%

## 2. Best Practices

To enhance services to these priority populations, services must align with evidence based and promising practices.

Contractor utilizes the Matrix model and Motivational Interviewing. Over the course of the contract, the contractor will develop and implement additional Best Practices including but not limited to “Seeking Safety” and “Brief Strategic Family Therapy.”

## 3. Client-Centered Continuum of Care

Contractor will involve clients in a treatment plan that includes a continuity of care plan beginning with the initial assessment focusing on the client’s resources, issues and strengths. A client’s relapse plan and other crisis planning will also be incorporated into the treatment plan. The plan will be evaluated and evolve during the course of the client’s engagement with the contractor. The plan and the modifications will be documented in the client file. Contractor will also document referrals and linkages to other services and providers. Contractor shall include the following components when developing a treatment plan.

### a. Client Involvement

Client involvement is an evolving process which takes place in individual sessions and is documented in charting. Wellness issues are addressed in recovery action plans. The counselor and client will review and have input to the recovery action plan at minimum every 30 days. Both counselor and client shall sign the plan.

### b. Crisis Planning

Crisis plans are developed on an individualized basis. The contractor will develop protocols and identify training needs and appropriate linkages to resources based on the types of crisis situations that have been identified and addressed.

### c. Continuum of Care

Contractor identifies and documents the needs in the client’s chart. Contractor will facilitate successful transition of clients to other providers in San Mateo County’s system of care, and will facilitate client access to medical, employment, recovery support and other community services. Contractor will continue to develop and strengthen relationships with other service providers and community resources, developing more of a case management model going beyond making a referral to facilitate client access to ancillary services and/or transition between programs.

## **B. STRATEGIC DIRECTION 2: SYSTEM-WIDE IMPROVEMENTS**

### 1. Co-occurring Disorders

- a. Contractor will continue participation as a Change Agent and will participate in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Based on Contractor self-assessment utilizing the COMPASS, (Co-morbidity Program Audit and Self-Survey for Behavioral Health Services) Contractor will continue implementation of COMPASS action plan as recommended by the CCISC. Contractor will provide quarterly progress on implementation.
- c. Contractor will work to improve COD outcomes by providing the following:

- i. Contractor's treatment staff will increase competencies with respect to conducting culturally sensitive assessment and referral to identify and address clients' mental health issues and concerns.
  - ii. Contractor will provide and/or access staff training and implement culturally appropriate strategies to reduce stigma and improve outcomes for clients with co-occurring mental health and AOD issues.
  - iii. Contractor will utilize the COMPASS to identify and address priority areas.
- 2. Standards of Care
  - a. There is a need for a coordinated system of treatment services within San Mateo County for those with substance abuse problems. The County has identified specific standards of care for treatment services which incorporate scientific research and clinical practice. Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein
    - i. Screening and Assessment Standards
    - ii. Treatment Standards of Care that incorporate Evidence Based Treatment Standards.
  - b. Contractor will develop an analysis of program elements which align with the Standards of Care by September 1, 2009.
  - c. Contractor shall submit training and technical assistance needs to BHRS no later than October 1, 2009.
  - d. Contractor will report quarterly on progress towards Standards of Care
- 3. AOD Policy Implementation
 

AOD Services implements new policies to advance the quality of treatment services and to align with scientific and clinical research about best practices in substance abuse treatment. Contractors shall also develop guidelines and procedures consistent with County Policy and continue staff training and development of policy adherence. The following new policies were effective July 1, 2008: Medications, Relapse, and Narcotic Replacement Therapy Policies.

  - a. Contractor will participate in training to further develop the implementations needs of these policies.

**C. STRATEGIC DIRECTIONS 3: BUILDING CAPACITY**

**1. Quality Improvement Program**

To enhance the quality of services, all contractors must have an established Quality Improvement (QI) program. A QI program must include a QI committee made up of staff from all levels that guide the development and implementation of the QI Plan. AOD Services intends for contractor Quality Improvement programs is to establish a mechanism whereby contractors will identify processes and practices at the organizational level which undermine client access and retention in treatment. A QI program does not look at the level of individual employee performance. BHRS requires all contractors to:

- a. Use the Plan-Do-Study-Act (PDSA) rapid change cycle process as at least one component of the organizational quality improvement program. This process improvement initiative must focus on improving client outcomes.
- b. Defined measure(s) of change (i.e.: rate of "no shows" for intake)
- c. Baseline data (using the above identified measures) has been collected

- d. A change action/activity has been identified for implementation
- e. A timeline for measuring change data and sharing with QI team
- f. Contractor will regularly complete two (2) PDSA change cycles annually as part of this contract.
- g. Contractor will report quarterly to BHRS on the status of the PDSA process.

2. Client Feedback Required

A rigorous Quality Improvement program must solicit and integrate feedback from service recipients. Contractor will implement a process to include client feedback to understand the client experience of treatment services. This client feedback process may include but is not limited to: focus groups, client satisfaction surveys, etc. Feedback will be shared with the QI committee which is urged to address identified improvement areas through future QI plans.

- a. Contractor will incorporate client feedback by: either implementing the outpatient AOD client satisfaction feedback survey, or developing and implementing a client satisfaction feedback survey by June 30, 2010.
- b. Contractor will utilize client feedback in conjunction with the QI process for program improvement.
- c. Contractor will report quarterly to BHRS on the status of the client feedback process and outcomes on a quarterly basis.

3. Contractor will work in partnership with AOD to study the viability of billing of: Minor Consent Medi-Cal, a potential funding source currently under exploration.

**D. FEE FOR SERVICE**

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. The maximum length of stay is set by the specific funding source and an extension beyond a 90 day period may be granted only by written approval from the Alcohol and Other Drug Services (AOD) Administrator, pursuant to a Contractor's written request outlining and justifying the client's clinical need. Reimbursement will be approved only for clients who referred through the formal referral process outlined in the AOD Policy and Procedure Manual.

1. SACPA and SACPA OTP Services

In accordance with the AOD Policy and Procedure Manual, contractor will provide the following alcohol and drug treatment and recovery services for clients referred to SACPA and SACPA OTP services as:

- a. Level 1/Level 1 Plus - Basic Outpatient Treatment Services;
- b. Level 2 - Day Treatment Services;
- c. SB223 drug testing

2. Comprehensive Drug Court Implementations (CDCI) Grant and Drug Court Partnership (DCP) Grant funded Services

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services to clients who have been referred by the San Mateo County Drug Court Team(s):

- a. Outpatient Treatment Services
- b. Day Treatment Services
- c. Aftercare Treatment Services
- d. Drug Testing

**E. DESCRIPTION OF UNIQUE PROGRAM SERVICES**

Contractor shall provide Adult Outpatient and Adult Day Treatment Services as appropriate in compliance with the requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated herein. The standard 90 day programs and schedules are described below. Programming and schedules may vary to accommodate client need.

The standard Day Treatment and Outpatient Programs shall be 90 days each.

1. Adult Outpatient

The Outpatient Treatment shall be conducted as an open group. Topics will include: stages of use, triggers, challenges, honesty, building trust, exercises (breathing), anger mgmt., rebuilding relationships, making changes/stages of change, self-care, holiday stress, 12 steps, thinking – feeling – doing, guilt & shame, motivation for recovery, relapse, reducing stress, healthy coping. The following are the requirements for the open groups:

- a. Each client shall be assigned a primary case manager.
- b. Each client shall participate in 2 groups and 1 individual session per week.
- c. Program shall be available Monday and Friday evenings, 5:30-7:30.
- d. Process group on Monday, Psycho Education on Friday, followed by UA testing as appropriate.
- e. Monthly drug-free activity (bowling, etc.) and holiday parties include both Outpatient and Day Treatment.
- f. Primary approach is Motivational Interviewing – about 80%. Curriculum topics from Matrix are utilized.
- g. Drug free activity brings both programs together

2. Adult Day Treatment

- a. Each client shall be assigned a primary case manager.  
Program shall be available. Monday – Friday 9-12. The standard programming for Day Treatment will include:
- b. Monday – Relapse Prevention 1.5 hours; yoga 1.5 hours
- c. Tuesday – 12 steps 1.5 hours; acupuncture 1.5 hours
- d. Tuesday – lunch (all are welcome; including all current Outpatient and Day Treatment clients and program graduates)
- e. Wednesday – process group
- f. Thursday – skills development (social skills/games) and individual sessions (individuals are 30 minutes to 1 hour depending on need)
- g. Friday – Marathon Psycho Education
- h. Drug free activity, such as bowling, shall bring both programs (Adult Outpatient, and Adult Day Treatment) together.

**EXHIBIT B – PAYMENTS AND RATE OF PAYMENTS  
ASIAN AMERICAN RECOVERY SERVICES, INC.**

In full consideration of the services provided by Contractor, County shall pay Contractor as follows:

**I. Flat Rate Alcohol and Drug Prevention Services**

A. In full consideration of the services provided by Contractor, the total amount for alcohol and drug prevention services described in this Agreement is THREE HUNDRED THOUSAND DOLLARS (\$300,000). The program funding for each year of the project is as follows:

1. For the period of July 1, 2009 through June 30, 2010, payment shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).
2. For the period of July 1, 2010 through June 30, 2011, payment shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).
3. In any event, funding for FY2010-11 is contingent upon availability of funds for AOD Prevention and the Contractor’s satisfactory progress on contracted service deliverables.

**B. Payments**

County will pay Contractor the total contract amount in twenty four (24) monthly payments based on the payment schedule below. County will pay Contractor’s monthly payment within 30 days, upon timely submission of reports as outlined in the AOD Policy and Procedure Manual.

All payments under this Agreement must directly support services specified in this Agreement.

July 1, 2009 – June 30, 2010

	Funding Amount	Payment Amount	Release of Payment
NRC Funded Prevention (community-based partnership)	\$150,000	\$12,500 (twelve equal monthly payments)	monthly

July 1, 2010 – June 30, 2011

	Funding Amount	Payment Amount	Release of Payment
NRC Funded Prevention (community-based partnership)	\$150,000	\$12,500 (twelve equal monthly payments)	monthly

**II. Alcohol and Drug Treatment and Recovery Services**

**A. FIXED RATE Negotiated Rate Contract (NRC):**

In full consideration of the funded alcohol and drug treatment services provided to clients who lack the necessary resources to pay for all, or part of these services themselves. The County will pay Contractor the total contract amount in twenty four (24) monthly payments in a manner as outlined in the charts below. County will pay Contractor’s monthly payment within (thirty) 30 days, upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Manual.



**July 1, 2009- June 30, 2010**

<b>Services</b>	<b>Funding amount for contract term</b>	<b>Monthly amount</b>	<b>Units Of Service per Fiscal Year</b>	<b>Rate</b>	<b># clients to be served per fiscal year</b>	<b>Slots</b>
County Funded Day Treatment	\$208,153	\$17,346	1,287	\$161.74	21	6
County Funded Outpatient	\$43,822	\$3,652	964	\$45.43	9	3
NRC Funded Outpatient	\$101,589	\$8,466	2,236	\$45.43	22	8
Strategic Directions 2010 Funded Outpatient	\$42,230	\$3,519	930	\$45.43	9	3
<b>TOTAL</b>	<b>\$395,794</b>	<b>\$32,983</b>	<b>5,417</b>		<b>60</b>	<b>20</b>

**July 1, 2010- June 30, 2011**

<b>Services</b>	<b>Funding amount for contract term</b>	<b>Monthly amount</b>	<b>Units Of Service per Fiscal Year</b>	<b>Rate</b>	<b># clients to be served per fiscal year</b>	<b>Slots</b>
County Funded Day Treatment	\$208,153	\$17,346	1,287	\$161.74	21	6
County Funded Outpatient	\$43,822	\$3,652	964	\$45.43	9	3
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<b>TOTAL</b>	<b>\$395,794</b>	<b>\$32,983</b>	<b>5,417</b>		<b>60</b>	<b>20</b>

**Summary of Funding for (\*)Priority Populations FY 2009-10**

<b>Funding Type</b>	<b>Total Funding Allocation for contract term</b>	<b>Priority Population Funding</b>	<b>Priority Population %</b>	<b>Allowable Discretionary Funding</b>	<b>Allowable Discretionary %</b>
Annual Flat Rate	\$707,128	\$601,059	85.00%	\$106,069	15%
Strategic Directions 2010	\$84,460	\$84,460	100.00%	0	0%
<b>TOTAL Funding</b>	<b>\$791,588</b>	<b>\$685,519</b>		<b>\$106,069</b>	

**Summary of Funding for Priority Populations FY 2010-11**

<b>Funding Type</b>	<b>Total Funding Allocation for contract term</b>	<b>Priority Population Funding</b>	<b>Priority Population %</b>	<b>Allowable Discretionary Funding</b>	<b>Allowable Discretionary %</b>
Annual Flat Rate	\$707,128	\$601,059	85.00%	\$106,069	15%
Strategic Directions 2010	\$84,460	\$84,460	100.00%	0	0%
<b>TOTAL Funding</b>	<b>\$791,588</b>	<b>\$685,519</b>	<b>86.6%</b>	<b>\$106,069</b>	<b>13.40%</b>

(\*) Priority Populations as identified in the AOD Strategic Directions 2010 plan. The plan, as well as the funding, was approved by the Board of Supervisors. Discretionary funding can be used for non-priority population clients.

## B. VARIABLE RATE / FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the variable amount County shall be obligated to pay for such services rendered under this Agreement and all other Agreements approved individually, or collectively by a resolution, shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

### 1. SACPA and SACPA OTP Funded Services

The fees for SACPA and OTP funded services shall be as follows:

#### a. Level I Standard Outpatient Treatment and Level I Plus Additional Outpatient Treatment

- i. \$30.00 per individual for each one and one half (1½) hour group counseling session provided within the approved treatment period for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.
- ii. \$40.00 per individual for each one half (1/2) hour individual counseling session provided within the approved treatment period for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.
- iii. \$80.00 per individual for each one (1) hour intake assessment provided for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.
- iv. \$80.00 per individual for each one (1) hour exit assessment provided for SACPA and SACPA OTP funded outpatient alcohol and drug treatment and recovery services.

#### b. Level II Day Treatment

\$85.00 per individual for each visit day provided within the approved treatment period for SACPA and SACPA OTP funded alcohol and drug day treatment and recovery services.

#### c. SB223 Drug Testing

The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan. Total cost reimbursed, including the administrative fee, will not exceed \$30.00 per screen.

### 2. CDCI and DCP Grant Funded Services

The fees for CDCI and DCP funded services shall be as follows:

#### a. Outpatient Treatment Services

\$38.20 per individual for each one (1) hour individual and/or group counseling session provided for CDCI/DCP funded outpatient alcohol and drug treatment and recovery services.

#### b. Day Treatment Services

\$87.55 per individual for each visit day provided for CDCI/DCP funded alcohol and drug day treatment and recovery services.

#### c. Aftercare Treatment Services

\$27.81 per individual for each one (1) hour group counseling session provided for CDCI/DCP funded aftercare alcohol and drug treatment and recovery services.

d. Drug Testing

The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan. Total cost reimbursed, including the administrative fee, will not exceed \$30.00 per screen.

C. Required Fiscal Documentation

1. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Manual.

**ATTACHMENT 1 - ASSURANCE OF COMPLIANCE WITH SECTION § 504  
of the Rehabilitation Act of 1973, as Amended  
ASIAN AMERICAN RECOVERY SERVICES, INC.**

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

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

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

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

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Name of § 504 Person - Type or Print

Asian American Recovery Services, Inc.  
1115 Mission Road  
South San Francisco, CA 94080  
Name of Contractor(s) – type or Print

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

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Date

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Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

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

**ATTACHMENT 2 - FINGERPRINTING COMPLIANCE FORM  
ASIAN AMERICAN RECOVERY SERVICES, INC.**

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

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Name

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Title

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Signature

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Date

**ATTACHMENT 3 - CONTRACTOR'S DECLARATION FORM  
COUNTY OF SAN MATEO  
ASIAN AMERICAN RECOVERY SERVICES, INC.**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Asian American Recovery Services, Inc.	Phone:	(650) 243-4850
Contact Person:	David Mineta, Deputy Director	Fax:	(650) 243-4851
Address:	1115 Mission Road South San Francisco, CA 94080		

**II. EQUAL BENEFITS (check one or more boxes)**

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_ (date) and expires on (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION (check appropriate box)**

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE (check one or more boxes)**

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_ (date) and expires on (date), and intends to comply when the collective bargaining agreement expires.

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

Signature	Name
Date	Title