

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
FREE AT LAST**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **Free at Last**, 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 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: Method 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 not exceed FIVE MILLION FORTY SEVEN THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$5,047,580).

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 \$1,364,652. \$682,327 for FY 2009-10, and \$682,327 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 SIX HUNDRED EIGHTY-TWO THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS (\$3,682,928). The maximum aggregate amount for FY 2010-11 is \$1,841,464, and the maximum aggregate amount for FY 2010-11 is \$1,841,464.

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.
6. EIGHTY-FIVE THOUSAND DOLLARS (\$85,000) for Ryan White CARE Act funded alcohol and drug treatment services as described in Exhibit A for the Contract term.

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 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.
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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.
6. EIGHTY-FIVE THOUSAND DOLLARS (\$85,000) for Ryan White CARE Act funded alcohol and drug treatment services as described in Exhibit A for the Contract term.

**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 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:  
FREE AT LAST  
GERARDO BARRAGAN  
1796 BAY ROAD  
EAST PALO ALTO, CA 94303**



**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

**FREE AT LAST**

By: Gerardo Barragan

\_\_\_\_\_  
Signature

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

**Exhibit A - Description of Services  
FREE AT LAST**

**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 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**

Modalities / Priority Populations	Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
NRC Perinatal Residential (Families with Children)	8	1824 (BD)
County Residential (Homeless, Criminal Justice)	16	2954 (BD)
NRC Outpatient (Homeless, Criminal Justice)	8	890 (SAH)
Strategic Directions 2010-Perinatal Residential	4	1057 (BD)
Strategic Directions 2010-Residential	4	535 (BD)
Strategic Directions 2010-Outpatient	2	212 (SAH)

**Priority Population Funding: UOS Breakdown (Annual)**

Funding Type	Total Units of Service (UOS)	Priority Population UOS	Priority Population UOS %	Allowable Discretionary UOS	Allowable Discretionary UOS %
Flat Rate Base Funding (Perinatal Residential/Residential)	4,778 (BD)	4,061 (BD)	85%	717 (BD)	15%
Strategic Directions 2010-Perinatal Residential/Residential	1,592 (BD)	1,592 (BD)	100%	N/A	N/A
<b>TOTAL (UOS) (BD)</b>	<b>6,370 (BD)</b>	<b>5,653 (BD)</b>	N/A	717 (BD)	N/A

Flat Rate Base Funding (Outpatient)	890 (SAH)	757 (SAH)	85%	134 (SAH)	15%
Strategic Directions 2010 (Outpatient)	212 (SAH)	212 (SAH)	100%	N/A	N/A
TOTAL (UOS) (SAH)	1,102 (SAH)	969 (SAH)	N/A	134 (SAH)	N/A
<b>Specific condition(s):</b> Referrals from CHOICES or Pathways Programs will be given priority to Strategic Directions 2010 Funding.					

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TOTAL (UOS) (BD)	6,370 (BD)	5,653 (BD)	N/A	717 (BD)	N/A
Flat Rate Base Funding (Outpatient)	890 (SAH)	757 (SAH)	85%	134 (SAH)	15%
Strategic Directions 2010 (Outpatient)	212 (SAH)	212 (SAH)	100%	N/A	N/A
TOTAL (UOS) (SAH)	1,102 (SAH)	969 (SAH)	N/A	134 (SAH)	N/A
<b>Specific condition(s):</b> Referrals from CHOICES or Pathways Programs will be given priority to Strategic Directions 2010 Funding.					

2. Best Practices

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

From July 1, 2009- June 30, 2010, Contractor will focus on developing a comprehensive women's program and will work closely with AOD in the implementation of evidence-based gender specific curricula. By June 30, 2010 contractor program counselors shall

be fully trained to implement and facilitate the following curriculums: *Seeking Safety, Beyond Trauma, Helping Women Recover* and/or other curricula identified jointly by contractor and AOD.

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

Contractor will involve client in the identification and setting of achievable treatment goals as part of an individualized treatment plan. Contractor will review, modify and adjust client treatment plan every thirty (30) days to address clients' individual needs.

b. Crisis Planning

Contractor will develop crisis plans and/or relapse plans jointly with clients to address individual challenges/needs that arise during the treatment process.

c. Continuum of Care

Contractor shall collaborate closely with local community-based agencies and agencies through out the County of San Mateo in order to provide clients with a wide range of AOD treatment services and ancillary services. Currently contractor is an active and key partner in various community-based efforts including Mental Health, AOD Prevention and the Unhoused Steering Committees.

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

1. Co-occurring Disorders (MHSA funding)

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 will focus on increasing the average length of stay of residential clients with co-occurring disorders by 23% annually through a quality improvement process.

ii. Contractor will work with Mental Health to implement joint case conferencing sessions with co-occurring clients as a way to improve treatment retention/client outcomes.

iii. Contractor program counselors/staff will complete and implement a minimum of two (2) trainings in the areas of co-occurring disorders per fiscal year, during the term of the contract.

iv. All program staff/counselors will complete a minimum of one training focusing on eating disorders and will incorporate the skills and knowledge gained as part of the treatment program by June 30, 2010.

- v. Contractor program counselors/intake counselors will implement and consistently use the updated intake screening form as a tool to identify mental health issues in clients early in treatment.
- vi. Contractor will provide AOD updates of trainings received and the implementation of trainings received on a quarterly basis.

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 QI programs 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 shall incorporate client feedback by implementing the AOD client satisfaction survey. Contractor will develop and implement a client satisfaction survey review process by August 1, 2009, and will use client feedback in conjunction with the agency's overall QI process,
- b. Contractor will report to BHRS on the status of the client feedback process and outcomes on a quarterly basis.

**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. Level 3 - Residential Treatment;
- d. 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. Residential Treatment Services
- d. Drug Testing

iii. Ryan White CARE Act 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 Ryan White Case Manager. The maximum length of stay is 90 days 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. Requests must be submitted by 1-month prior to the 90 day maximum.

- a. Outpatient Treatment Services
- b. Residential Treatment Services

**E. FEE FOR SERVICE ALLOCATION**

1. Bay Area Services Network (BASN)

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.

2. SOBER LIVING ENVIRONMENT (SLE) Units of Service

a. Program participants must be admitted through BASN specific case management authorization from BASN specific residential treatment services. Contractor will provide the following services:

- i. Contractor will provide a total of two hundred forty-nine (249) units of service of BASN sober living environment (SLE) transitional housing to a minimum of two (2) BASN program participants annually during the term of the Agreement.

b. Outpatient Alcohol and Drug Treatment Units of Service:

Contractor will provide a maximum of one hundred eighty (180) days of the following BASN outpatient alcohol and drug treatment services per program participant for individuals referred to the BASN outpatient program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.

- i. Admit to Contractor's BASN outpatient alcohol and drug treatment program a minimum of two (2) program participants annually.
- ii. Provide three hundred sixty-five (365) hours dedicated to BASN outpatient services to BASN program participants annually.

3 . BASN Residential Alcohol and Drug Treatment Units of Service:

a. Admit a minimum of two (2) BASN residential alcohol and drug treatment program participants per year for the term of the Agreement.

b. Contractor will provide a maximum of one hundred eighty (180) days of BASN residential treatment per program participant per year for the term of Agreement, for individuals referred to the BASN residential program by the Bay Area Services Network (BASN). Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services. Contractor will provide a maximum of three hundred sixty five(365) bed days of BASN residential treatment per year.

**F. DESCRIPTION OF UNIQUE PROGRAM SERVICES**

Contractor will provide the following treatment services: Outpatient Services, and Residential Treatment Services for men, women and women with children.

**Residential Treatment Programs** are highly structured programs lasting 7 to 9 months and are based on the 12-Steps Recovery Fellowship. Residential Program includes:

1. Once a week case management
2. Once a week Individual sessions
3. Group Process
4. 12-Step Meetings
5. Educational classes incorporating:
  - a. life skills development,
  - b. communication,
  - c. money management,
  - d. reading assistance/tutoring,
  - e. computer training,
  - f. weekly mental health educational sessions,
  - g. employment development skills.
  - h. Family reunification/Parenting skills

Program and scheduling of sessions may be changed and/or adjusted to accommodate client needs.

**Outpatient Treatment Program** is a highly structured program lasting 6 to 8 months is based on the 12-Steps Recovery Social Model. Outpatient programs are offered during days and/or evenings, and are in both English and Spanish. The program incorporates:

1. Group process,
2. Individual sessions,
3. 12-step meetings,
4. Case management
5. Educational classes that encompass topics on:
  - a. life skills,
  - b. conflict resolution
  - c. employment readiness training.

English group process sessions are offered twice a day Monday through Thursday, one session during day hours and one session in the evening. One Spanish group process session is available during the evening Tuesday through Friday. Program and scheduling may be changed/adjusted to accommodate clients' needs.

#### **G. NON-REIMBURSABLE SERVICES**

1. Driving Under The Influence (DUI)

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the DUI program services to clients who have been referred by the Department of Motor Vehicles, Probation, and the Superior Courts.

#### **H. EVIDENCE-BASED PRACTICES**

Contractor will work collaboratively with AOD to develop and implement evidenced-based practices in the Women's program and will proceed according to the work plan/time line agreed upon by contractor and AOD, by August 30, 2009. Work plan will be an evolving document through out the term of the contract and contractor will notify AOD of any adjustments/changes made to the work plan/time line.



**EXHIBIT B – PAYMENTS AND RATE OF PAYMENTS  
FREE AT LAST**

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

**I. 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  
Annual Allocation**

<b>Services</b>	<b>Funding amount</b>	<b>Monthly amount</b>	<b>Units Of Service per Fiscal Year</b>	<b>Rate</b>	<b># clients to be served</b>	<b>Slots</b>
NRC Perinatal Residential (Women w/ children ages 17 and under)	\$177,830	\$14,819	1824	\$97.49	8	4
County Residential	\$227,469	\$18,956	2954	\$77.00	16	8
NRC Outpatient	\$43,167	\$3,597	890	\$48.50	8	3
Strategic Directions 2010 Funding-Perinatal Residential (Women w/ children ages 5 and under)	\$103,000	\$8,583	1057	\$97.45	4	2
Strategic Directions 2010 Funding-Residential	\$41,200	\$3,433	535	\$77.00	4	2
Strategic Directions 2010 Funding-Outpatient	\$10,300	\$858	212	\$48.50	2	1
Mental Health Services Act (MHSA) Funding	\$31,404	\$2,617	419		3	
<b>TOTAL</b>	<b>\$634,370</b>	<b>\$52,863</b>	<b>Beds-6370 SAH-1102</b>	<b>N/A</b>	<b>45</b>	<b>20</b>

**Summary of Funding for Priority Populations FY 2009-10**

<b>Funding Type</b>	<b>Total Funding Allocation</b>	<b>Priority Population Funding</b>	<b>Priority Population %</b>	<b>Allowable Discretionary Funding</b>	<b>Allowable Discretionary %</b>
Annual Flat Rate	\$448,466	\$381,196	85%	\$67,270	15%
Strategic Directions	\$154,500	\$154,500	100%	N/A	0%

2010					
TOTAL Funding *	\$602,966	\$535,696	N/A	\$67,270	N/A

\* Does not include MHSA funding

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

Services	Funding amount	Monthly amount	Units Of Service per Fiscal Year	Rate	# clients to be served	Slots
NRC Perinatal Residential (Women w/ children ages 17 and under)	\$177,830	\$14,819	1824	\$97.49	8	4
County Residential	\$227,469	\$18,956	2954	\$77.00	16	8
NRC Outpatient	\$43,167	\$3,597	890	\$48.50	8	3
Strategic Directions 2010 Funding-Perinatal Residential (Women w/ children ages 5 and under)	\$103,000	\$8,583	1057	\$97.45	4	2
Strategic Directions 2010 Funding-Residential	\$41,200	\$3,433	535	\$77.00	4	2
Strategic Directions 2010 Funding-Outpatient	\$10,300	\$858	212	\$48.50	2	1
Mental Health Services Act (MHSA) Funding	\$31,404	\$2,617	419		3	
TOTAL	\$634,370	\$52,863	Beds-6370 SAH-1102	N/A	45	20

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

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$448,466	\$381,196	85%	\$67,270	15%
Strategic Directions 2010	\$154,500	\$154,500	100%	N/A	0%
TOTAL Funding *	\$602,966	\$535,696	N/A	\$67,270	N/A

\* Does not include MHSA funding

**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. Level III Residential Treatment  
\$80.00 per individual for each bed day provided within the approved treatment period for SACPA and SACPA OTP funded residential alcohol and drug treatment and recovery services, including food, shelter and other basic needs.
- d. 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 \$85.00 per individual for each visit day provided for CDCI/DCP funded alcohol and drug day treatment and recovery services.
- c. Residential Treatment Services  
\$77.00 per individual for each bed day provided for CDCI/DCP funded residential 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.

3. Ryan White CARE Act Funded Services

- a. Outpatient Treatment Services

\$60.00 per individual for each one (1) hour individual and/or group counseling session provided for Ryan White CARE Act funded outpatient alcohol and drug treatment and recovery services.

b. Residential Treatment Services

\$80.00 per individual for each bed day provided for Ryan White CARE Act funded residential alcohol and drug treatment and recovery services, including food, shelter and other basic needs.

**C. FEE FOR SERVICE WITH ALLOCATION**

1. Bay Area Services Network (BASN)

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. In full consideration of the BASN services provided by Contractor, County shall pay Contractor \$16,384 annually for Outpatient Treatment Services, \$26,097 annually for Residential Treatment Services and \$5,475 annually for SLE Services.

- a. \$44.89 per direct staff hour for BASN funded outpatient alcohol and drug treatment and recovery services.
- b. \$71.50 per bed day provided for BASN funded residential alcohol and drug treatment and recovery services.
- c. \$22.00 per bed day provided for BASN sober living environment funded services.

**D. NON-REIMBURSABLE SERVICES**

In accordance with the AOD Policy and Procedure Manual, DUI/FOP services are a non-reimbursable service. DUI/FOP administrative fees must be approved by the County Health Services Agency Director.

1. First Offender Programs

Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator a ten percent (10%) administrative fee for FOP of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and State administrative fees for the FOP.

**E. 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  
FREE AT LAST**

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.

---

Name of § 504 Person - Type or Print

Free at Last  
1796 Bay Road  
East Palo Alto, CA 94303  
Name of Contractor(s) – type or Print

---

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  
FREE AT LAST**

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

---

Title

---

Signature

---

Date

**ATTACHMENT 3 - CONTRACTOR'S DECLARATION FORM  
COUNTY OF SAN MATEO  
FREE AT LAST**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Free at Last	Phone:	(650) 462-4579
Contact Person:	Gerardo Barragan	Fax:	(650) 462-1033
Address:	1796 Bay Road East Palo Alto, CA 94303		

**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