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

THIS AGREEMENT is entered into this	day of	, 20, by and
between the COUNTY OF SAN MATEO,	hereinafter called	l "County," and Project Ninety,
Inc. , hereinafter called "Contractor";		

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department 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 SIX MILLION THREE HUNDRED EIGHTY THOUSAND SEVEN HUNDRED FORTY-SIX DOLLARS (\$6,380,746).

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 \$1,348,909 for FY 2009-10, and \$1,348,909 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 for FY 2009-10 is \$1,841,464, and the maximum 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:

- 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.
- 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.
- 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.
- 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 (10th) 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.
- 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 subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall 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 Sates 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:
PROJECT NINETY, INC.
MARC A. SABIN, CHIEF EXECUTIVE
OFFICER
720 SOUTH B STREET - ATTN: MARC
SABIN
SAN MATEO, CA 94401

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 PROJECT NINETY, INC. By: Marc A. Sabin, Chief Executive Officer

Signature

Date: _____

Exhibit A - Description of Services PROJECT NINETY, INC.

Alcohol and Drug Treatment Services

Contractor will provide the following alcohol and drug treatment 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 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

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Modalities / Priority Populations	Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH Bed Days (BD)
Residential / (Homeless, Criminal Justice)	Capacity: 34 Individuals: 130	# of BD: 12,373
Treatment Readiness / (Adult & Adolescent)	Individuals: 923	# of SAH: 1799

Priority Population Funding: Annual 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 Units of Service / (Residential)	11,015 (BD)	9,363 (BD)	85%	1,652 (BD)	15%
Flat Rate Bas Funding Units of Service / (Treatment Readiness)	1,799 (SAH)	1,529 (SAH)	85%	270 (SAH)	15%
Strategic Directions 2010 Funding – Criminal Justice / (Residential)	1,358 (BD)	1,358 (BD)	100%	0	0%
TOTAL Residential (BD)	12,373 (BD)	10,721 (BD)	86.65%(BD)	1,652 (BD)	13.35% (BD)
TOTAL Treatment Readiness (SAH)	1,799 (SAH)	1,529 (SAH)	84.99%(SAH)	270 (SAH)	15.01%(SAH)

Specific condition(s): Strategic Directions 2010 Funding will give priority admission to clients in the Pathways or Choices programs.

The County Adult Co-Occurring Residential Flat Rate Base Funding will give priority admission to clients with co-occurring substance abuse and mental health disorders referred by the Adult Resource Management Team.

Annual Units of Service July 1, 2010- June 30, 2011

Modalities / Priority Populations	Individuals Served	Units of Service (UOS)- Staff Available Hours (SAH Bed Days (BD)
Residential / (Homeless, Criminal Justice)	Capacity: 34 Individuals: 130	# of BD: 12,373
Treatment Readiness / (Adult & Adolescent)	Individuals: 923	# of SAH: 1799

Priority Population Funding: Annual 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 Units of Service / (Residential)	11,015 (BD)	9,363 (BD)	85%	1,652 (BD)	15%
Flat Rate Bas Funding Units of Service / (Treatment Readiness)	1,799 (SAH)	1,529 (SAH)	85%	270 (SAH)	15%
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TOTAL Residential (BD)	12,373 (BD)	10,721 (BD)	86.65%(BD)	1,652 (BD)	13.35% (BD)
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Specific condition(s): Strategic Directions 2010 Funding will give priority admission to clients in the Pathways or Choices programs.

The County Adult Co-Occurring Residential Flat Rate Base Funding will give priority admission to clients with co-occurring substance abuse and mental health disorders referred by the Adult Resource Management Team.

2. Best Practices

To enhance services to these priority populations, services must align with evidence based and promising practices. Contractor will continue to use Evidenced-Based Practices, including but not limited to:

- a. Substance Abuse and Mental Health Services Administration's published series Treatment Improvement Protocols (TIP).
- b. The National Institute of Drug Abuse's Principles of Effective Drug Addiction Treatment.
- c. Substance Abuse and Mental Health Services Administration's publication TIP 47: Substance Abuse: Clinical Issues in Intensive Outpatient Treatment.
- d. Minkoff and Kline's Comprehensive Continuous Integrated System of Care Model
- e. A 12-Step Fellowship-based Social Model
- f. Substance Abuse and Mental Health Services Administration's publication TIP 33: Treatment for Stimulant Use Disorders.

- g. Substance Abuse and Mental Health Services Administration's publication TIP 44: Substance Abuse Treatment for Adults in the Criminal Justice System.
- h. Substance Abuse and Mental Health Services Administration's publication TIP 35: Enhancing Motivation for Change in Substance Abuse Treatment.
- i. Substance Abuse and Mental Health Services Administration's Guidelines for Assessing Cultural Competency.

Over the next two fiscal years, Contractor will work to continue implementing additional Evidenced-Based Best Practices, including:

- a. Dr. Stephen J. Bavolek's Nurturing Parent Programs curricula.
- b. Trauma-informed treatment services.

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 shall provide individualized treatment based on the client's needs. The client's treatment and services plan shall be continually assessed and modified as necessary to meet the client's changing needs as he progresses through recovery, and shall include a Personal Recovery Plan and, for residential clients, an Exit Plan. Personal Recovery Plans shall be reviewed with the client at least every 30 days. Contractor shall keep progress notes on the progress each client has made towards reaching his Personal Recovery Plan goals and Exit Plan goals, if applicable. Contractor shall refer clients requiring additional support to ancillary services.

b. Crisis Planning

Contractor shall address relapse and crises beginning on day one of treatment with psycho-educational, group and individual counseling sessions. Contractor shall provide weekly relapse education groups to teach the client coping mechanisms to identify and address feelings that may arise prior to a relapse, and to create an individualized relapse prevention plan.

c. Continuum of Care

Contractor shall involve client in treatment plans that include a continuity of care plan beginning with the initial assessment focusing on the client's resources, issues, and strengths. The plans shall be evaluated and evolve during the course of the client's engagement with the Contractor. The plans and any modifications shall be documented in the client's file. Contractor shall also document referrals and linkages to other services and providers. Referrals may include, but are not limited to: medical, mental health, legal, dental, educational, vision, housing services and the State Department of Rehabilitation, which assists with financial aid for education and work materials. To ensure continuity of care, the Contractor shall monitor the client's initial contact and follow-up appointments.

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 Cooccurring 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 use a Quality Improvement process to attempt to increase the average length of stay for residential clients with co-occurring disorders by 10% annually.

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 October 30, 2009.
- c. Contractor shall submit training and technical assistance needs to BHRS no later than October 30, 2009.
- d. Contractor will report semi-annually 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 on component of the organizational quality improvement program. This process improvement initiative must focus on improving client outcomes.

- b. Define measure(s) of change (i.e.: rate of "no shows" for intake)
- c. Collect baseline data (using the above identified measures)
- d. Identify a change action/activity for implementation
- e. Develop a timeline for measuring change data and sharing with QI team
- f. Regularly complete one (1) PDSA change cycles quarterly as part of this contract.
- g. 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.

Contractor will incorporate client feedback by

- a. Gauging program efficacy using a client discharge interview.
- b. Using a follow-up questionnaire to gather information about the client's employment, education, on-going recovery and involvement with the Contractor. The follow-up questionnaire will be completed at 3 months, 6 months, and 12 months after the client's entry into treatment.
- c. Contractor will report quarterly to BHRS on the status of the client feedback process and outcomes on a semi-annual 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. Level 3- COD Residential Treatment
- e. SB223 drug testing
- f. Working Men's Program
- 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. Aftercare Treatment Services
- e. Sober Living Environment Services
- f. Drug Testing

3. 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

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. Reimbursement will be approved only for clients who referred through the formal referral process outlined in the AOD Policy and Procedure Manual.

1. Bay Area Service Network

Contractor will provide a maximum of one hundred eighty (180) days of BASN residential treatment per program participant per year for the term of the Agreement, for clients 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.

a. BASN Residential Alcohol and Drug Treatment Units of Service: Contractor will provide a total of TWO THOUSAND THREE HUNDRED FIFTY-SEVEN (2,357) days of BASN residential alcohol and drug treatment to a minimum of TWELVE (12) BASN program participants annually, per fiscal year, during the term of the Agreement.

F. DESCRIPTION OF UNIQUE PROGRAM SERVICES

Project Ninety Outpatient Program

The Project Ninety Outpatient Program is a 90-day program for adults. Clients receive individual and group counseling. Counseling sessions cover a range of topics that include, but are not limited to: addiction, recovery, relapse prevention, self-sufficiency and job seeking, family support, and resolving legal issues. Clients also receive case management services, referrals to ancillary services, and assistance with developing Personal Recovery Plans and Exit Plans.

Project Ninety Day Treatment Program

The Project Ninety Day Treatment Program is based upon the 90-day Project Ninety Residential Program. The Day Treatment Program serves adults at the O'Toole Center and consists of four phases of treatment. Clients attend 5 days a week, from 9:00 am to 4:00 pm. Clients are screened for mental health needs and are referred for additional

assessment and services by mental health professionals as needed. The program consists of the following:

- Group counseling sessions 3 days per week
- Individual counseling sessions at least once every other week
- Educational groups 3 days per week
- 12-Step meetings 6 days per week
- Weekly Family Group sessions
- Thursday Night Community Group and Graduation Dinner
- Weekly Image Breakers group
- Weekly Reality Check group

Clients also complete a Personal Recovery Plan and Exit Plan that is reviewed with the client's counselor and may be shared with peers. Clients are also referred to ancillary services as needed, including housing and vocational agencies.

Project Ninety Residential Program

The Project Ninety Residential Program is a 90-day program for adults. Under this agreement, Contractor shall serve only San Mateo County resident adult males. The Residential Program has four phases. Clients spend the first phase at Simmons house for orientation. Phase Two is completed at one of the Centers, and phases three and four are completed at a satellite house near the Center. The length of stay may be increased based upon the client's individual treatment needs. Clients are screened for mental health needs and are referred for additional assessment and services by mental health professionals as needed. The program consists of the following:

- Group counseling sessions 3 days per week
- Individual counseling sessions at least once every other week
- Educational groups 3 days per week
- 12-Step meetings 6 days per week
- Weekly Family Group sessions
- Thursday Night Community Group and Graduation Dinner
- Weekly Image Breakers group
- Weekly Reality Check group

Clients also complete a Personal Recovery Plan and Exit Plan that is reviewed with the client's counselor and may be shared with peers. Clients are also referred to ancillary services as needed, including housing and vocational agencies.

Project Ninety Co-Occurring Disorders Residential Program

The Project Ninety Co-Occurring Disorders Residential Program is a 90-day program for adults with co-occurring substance abuse and mental health disorders. Under this Agreement, Contractor shall serve only San Mateo County resident adult males. The Co-Occurring Disorders Residential Program mirrors the Residential Program. In addition, clients in this program receive additional services through the ACCESS team to San Mateo County Mental Health. Clients reside at Spruce House, which has a staff-to-client ratio of 1:5. The group counseling sessions are one hour long, as opposed to the traditional 1.5 hours, and are modified according to the client's level of functioning. In addition to the treatment services outlined in the Residential Program, clients in the Co-Occurring Disorders Residential Program attend group sessions specific to co-occurring disorders, including:

- Stigma Breaking
- Life Management
- a co-occurring disorders group facilitated by a facilitated psychiatrist specializing in addiction, and

 individual counseling with a licensed therapist, according to the client's individu need. 	al
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EXHIBIT B – PAYMENTS AND RATE OF PAYMENTS PROJECT NINETY, INC.

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

Services	Funding amount	Monthly amount	Units Of Service per Fiscal Year	Rate	# clients to be served	Slots
NRC Adult – Residential	\$597,573	\$49,798	7470	\$80.00	76	20
County Adult – Residential	\$177,181	\$14,765	2215	\$80.00	23	6
County Adult – Co-Occurring Residential (priority admission to clients referred by Adult Resource Management)	\$152,910	\$12,742	1330	\$115.00	15	4
Strategic Directions 2010 Funding – Choices and Pathways, Residential	\$119,480	\$9,957	1358	\$88.00	16	4
Mental Health Services Act (MHSA) Funding	\$63,636	\$5,303	553	\$115.00	6	2
Treatment Readiness – Adult	\$27,419	\$2,285	721	\$38.00	782	N/A
Treatment Readiness – Adolescent	\$40,982	\$3,415	1078	\$38.00	141	N/A
TOTAL	\$1,179,181	\$92,962				

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

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$1,059,701	\$900,746	85%	\$158,955	15%
Strategic Directions 2010	\$119,480	\$119,480	100%	0	0%
TOTAL Funding	\$1,179,181	\$1,020,226	86.52%	\$158,955	13.48%

July 1, 2010- June 30, 2011

Services	Funding amount	Monthly amount	Units Of Service per Fiscal Year	Rate	# clients to be served	Slots
NRC Adult – Residential	\$597,573	\$49,798	7470	\$80.00	76	20
County Adult – Residential	\$177,181	\$14,765	2215	\$80.00	23	6
County Adult – Co-Occurring Residential (priority admission to clients referred by Adult Resource Management)	\$152,910	\$12,742	1330	\$115.00	15	4
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Mental Health Services Act (MHSA) Funding	\$63,636	\$5,303	553	\$115.00	6	2
Treatment Readiness – Adult	\$27,419	\$2,285	721	\$38.00	782	N/A
Treatment Readiness – Adolescent	\$40,982	\$3,415	1078	\$38.00	141	N/A
TOTAL	\$1,179,181	\$92,962				

Annual 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	\$1,059,701	\$900,746	85%	\$158,955	15%
Strategic Directions 2010	\$119,480	\$119,480	100%	0	0%
TOTAL Funding	\$1,179,181	\$1,020,226	86.52%	\$158,955	13.48%

^(*) 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.

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. Level III- COD Residential Treatment

\$118.00 per client with co-occurring disorders for each residential treatment day completed within the approved treatment period.

e. 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.

f. Working Men's Program

\$33.00 per individual for each bed day provided within the approved treatment period for SACPA and SACPA OTP funded sober living environment services. Individuals receiving services under this program are charged a monthly copayment, assessed on a sliding scale. The maximum co-payment is \$2,300.00 per month.

2. CDCI and DCP Grant Funded Services

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

a. Outpatient Treatment Services

\$39.00 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.

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. Aftercare Treatment Services

\$50.00 per individual for each one (1) hour group counseling session provided for CDCI/DCP funded aftercare alcohol and drug treatment and recovery services.

e. Sober Living Environment Services

\$11.00 per individual for each bed day provided for CDCI/DCP funded sober living environment services. The individual receiving services will be charged a copayment of \$330.00 per month. The first month's co-payment will be due on the day of move-in, and each subsequent co-payment will be due on the 1st of each month. Co-payments will be pro-rated if client does not receive services for the entire month.

f. 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 \$35.00 per screen.

3. Ryan White CARE Act Funded Services

a. Outpatient Treatment Services

\$47.00 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 \$169,728 annually for Residential Treatment Services.

a. \$72.00 per bed day provided for BASN funded residential alcohol and drug treatment and recovery services.

D. 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 PROJECT NINETY, 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	
1 1 : ' '	, pursuant to section 84.7 (a) of the regulation ted the following person(s) to coordinate its egulations.
Name of § 504 Person - Type or Print	
Project Ninety, Inc. 720 South B Street - Attn: Marc Sabin San Mateo, CA 94401 Name of Contractor(s) – type or Print	
I certify that the above information is comp	elete and correct to the best of my knowledge.
Date	Signature and Title of Authorized Official

"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."

^{*}Exception: DHHS regulations state that:

ATTACHMENT 2 - FINGERPRINTING COMPLIANCE FORM PROJECT NINETY, 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.

Name		
Title		
Signature		
Date		

ATTACHMENT 3 - CONTRACTOR'S DECLARATION FORM COUNTY OF SAN MATEO PROJECT NINETY, INC.

I. CONTRACTOR INFORMATION

Signature

Date

Cont	ractor l	Name:	Project Ninety, Inc.	Phone:	(650) 579-7881			
		erson:	Marc A. Sabin, Executive Director	Fax:	(650) 579-2640			
	Ad	dress:	720 South B Street - Attn: Marc Sabin San Mateo, CA 94401					
Contra benefi	actors v	with cor	·		domestic partners equally as to employee			
	Contr	actor co	omplies with the County's Equal Benefits O	rdinance b	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 fo							
	\$5,000 or less. Contractor is a party to a collective bargaining agreement that began on (date) and expires or (date), and intends to offer equal benefits when said agreement expires.							
III. NON-DISCRIMINATION (check appropriate box)								
	entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.							
IV. EMPLOYEE JURY SERVICE (check one or more boxes)								
Contra	actors v	with orig	ginal or amended contracts in excess of \$1 les living in San Mateo County up to five da	00,000 mi	ust have and adhere to a written policy that r pay for actual jury service in the County.			
	Contr	actor co	omplies with the County's Employee Jury S	ervice Ord	dinance.			
	Contractor does not comply with the County's Employee Jury Service Ordinance.							
	_		exempt from this requirement because:					
		Contra (date), er pena	and intends to comply when the collective	bargaining	t that began on (date) and expires or g agreement expires. a that the foregoing is true and correct, and			

Name

Title