

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

THIS AGREEMENT, entered into this _____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Asian
American Recovery Services, hereinafter called "Contractor";

W I T N E S S E T H:

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 providing outpatient drug and alcohol abuse treatment.

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and rates
- Exhibit C—Program monitoring
- Exhibit D—§504 Compliance
- Exhibit E—Contractor's Declaration Form
- Exhibit F—Fingerprinting Certification Form
- Exhibit G—HIPAA Requirements

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall
perform services for County in accordance with the terms, conditions and specifications set
forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY TWO DOLLARS (\$113,342)**.

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 Probation Officer or his/her 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 County 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 County 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 "I," 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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. Fingerprinting

Contractor represents and warrants to County that all Contractor's employees are assigned to work with the youth referenced in this contract, including the exhibits, shall be subject to fingerprinting. Fingerprinting shall be administered in accordance with state law in a manner authorized by the Department of Justice and Contractor's applicable personnel policies. Contractor shall be solely responsible for any requisite fee for fingerprinting and Contractor shall furnish to the County, upon request, evidence indicating that such employee certification is in effect.

12. 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.

13. 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.

14. 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.

15. 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.

16. Controlling Law and Venue

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.

17. 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:
San Mateo County Probation
222 Paul Scannell Drive
San Mateo, CA 94402

In the case of Contractor, to:
Asian American Recovery Services, Inc.
1115 Mission Road
South San Francisco, CA 94080

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO


By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ASIAN AMERICAN RECOVERY SERVICES



Contractor's Signature

Date: 9/14/10

**ASIAN AMERICAN RECOVERY SERVICES
SERVICES
JULY 1, 2009 – JUNE 30, 2011**

In consideration of the payments set forth in Exhibit "B," Contractor shall provide outpatient substance abuse treatment program for clients who are juvenile court wards and referred by the San Mateo County Probation Department.

A. Contractor's services shall be provided at:

Asian American Recovery Services
1115 Mission Road
South San Francisco, CA 94080
Phone: (650) 301-3240

Accelerated Resource Center
123 Edgemont Drive
Daly City, CA 94015
Phone: (650) 991-5795

B. Contractor's hours of normal operation shall be between 9:00 am and 6:00 pm with a flexible schedule for alternative activities.

C. Contractor's staff education requirements shall be a minimum of a Bachelor's degree.

D. Up to twelve (12) youth shall be enrolled at any given time. The program shall serve a minimum of thirty-five (35) unduplicated clients per fiscal year.

E. Unduplicated clients shall mean clients enrolled once in the calendar year. Enrolled clients who leave prior to program completion and re-enter the program in a calendar year shall only be counted once. Enrolled clients who complete the program and re-enroll after 90 days may be counted as new clients.

F. Contractor shall offer a low intensive outpatient treatment program (Association of Addiction Medicine Placement Level 1) following the California Department of Alcohol and Drug Programs Youth Treatment Guidelines. Treatment services shall include, but not be limited to: substance abuse assessment; comprehensive psycho-social education; health education; counseling (individual, group, and family); referral to drug free social/recreational activities; case management; and development of an aftercare plan.

G. Contractor shall provide individual and group counseling to clients. Sessions may vary in length from fifty (50) to ninety (90) minutes depending upon the treatment modality and clinical determinations. Individual and group counseling sessions shall include topics such as the "disease model," the effects of alcohol and drug abuse, twelve steps,

H. Program Description:

a. Stage 1 / Action Plan A – Short-Term Goals

Contractor's staff shall conduct an intake assessment with each referred client and shall assist the client in developing Action Plan A, the first of two treatment plans. Action Plan A consists of setting short-range goals in six areas: medical, legal, family, recreational, educational/vocational, and personal. Contractor's staff shall monitor the progress of each client's Action Plan and earned points on a weekly basis. Clients require a minimum of 229 points in order to progress to Stage 2.

b. Stage 2 / Action Plan B – Long-Term Goals

Contractor's staff shall assist the client in setting the client's long term goals (Action Plan B), the second treatment plan. Action Plan B mirrors the structure of Action Plan A. Contractor's staff shall monitor the progress of each client's Action Plan and earned points on a weekly basis. Clients require a minimum of 224 points in order to progress to the Continuing Care phase.

c. Continuing Care

After a client successfully completes Action Plans A and B, Contractor's staff shall provide continuing care to the client by making contact by phone or in person once per week for four (4) weeks and assisting the client in developing an aftercare plan that includes a relapse prevention plan. Contractor's staff shall monitor clients in achieving the following:

- Co-facilitation of either one peer support group or one health education group;
- Attendance at one or more of the following: peer support group, health education group, or individual counseling;
- Contacting Contractor staff by phone or in person once per week;
- Development of an aftercare plan that includes a relapse prevention plan; and
- Completion and submission of an application for graduation, including an essay describing what the client has learned about him/herself in the recovery process.

After graduation, clients may check in with staff every week for one month.

Graduates may return to participate in groups or recreational or social activities.

- #### I. Contractor shall not charge Juvenile Justice Crime Prevention Act (JJCPA) clients any fees, in whole or in part, for services provided under this Agreement.

EXHIBIT B

**ASIAN AMERICAN RECOVERY SERVICES
PAYMENTS AND RATES
JULY 1, 2009 – JUNE 30, 2011**

In consideration of the services provided by Contractor in Exhibit "A," County shall pay Contractor based on the following fee schedule:

- A. Contractor shall be paid for actual services provided up to a maximum amount of **ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY TWO DOLLARS (\$113,342)** for the term of the Agreement.
- B. The maximum amount of the annual payment shall be **SIXTY ONE THOUSAND TWO HUNDRED DOLLARS (\$61,200)** for fiscal year 2009-10 and **FIFTY TWO THOUSAND ONE HUNDRED FORTY TWO DOLLARS (\$52,142)** for fiscal year 2010-11.
- C. Payments shall be made according to the following schedule:

Service	Hours/Year	Rate/Hour	Total Amount/Year
Fiscal Year 2009-10			
Individual counseling	624	\$78.46	\$48,960
Group counseling	78	\$156.92	\$12,240
TOTAL	780	--	\$61,200
Fiscal Year 2010-11			
Individual counseling	624	\$66.85	\$41,714
Group counseling	78	\$133.70	\$10,428
TOTAL	780	--	\$52,142

- D. Contractor shall notify County of changes in the number of hours and type of services in writing in advance. Such changes shall be approved by the Chief Probation Officer or his designee. Contractor shall not be paid for services delivered in excess of those in the schedule above. Notwithstanding, in no event shall the amount of the contract for the contract term exceed **ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY TWO DOLLARS (\$113,342)**.

- E. Payment shall be made upon receipt of Contractor's quarterly invoice and approved by the Chief Probation Officer or his designee within thirty (30) working days. County shall have the right to withhold payment if it determines that the quantity or quality of the work is unacceptable.
- F. Contractor shall email invoices and activity reports to Anessa Farber, Management Analyst, afarber@co.sanmateo.ca.us. Emailed invoices and activity reports need not be signed. Contractor shall mail signed hard copies of invoices and activity reports to: Anessa Farber, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402. Contractor shall submit invoices and activity report in a format provided by the Probation Department with the number of clients served in the quarter and year to date, the number of clients by service type, and the number of units of service provided. Invoices shall include an invoice number (as assigned by the Contractor) and the Agreement number (as assigned by Probation). Invoices and reports shall be submitted according to the schedule below:

Service Period	Invoice Due Date
July 1, 2009 – June 30, 2010	Upon Contract Execution
July 1, 2010 – September 30, 2010	October 15, 2010
October 1, 2010 – December 31, 2010	January 15, 2011
January 1, 2011 – March 31, 2011	April 15, 2011
April 1, 2011 – June 30, 2011	July 5, 2011

- G. Payment shall be contingent on the satisfactory delivery of services and satisfactory accomplishment of the JJCPA performance measures as the Chief Probation Officer or his authorized representative reasonably determines.
- H. Payment for services provided is contingent upon the availability of County, State, or Federal funds. In the event the State or the Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever, including but not limited to, payments that are based on County funds.

**ASIAN AMERICAN RECOVERY SERVICES
PROGRAM MONITORING
JULY 1, 2009 – JUNE 30, 2011**

A. Reporting Requirements

Contractor shall submit to County on a quarterly basis the Units of Service Report describing the actual delivery of services. Reports shall be mailed to Anessa Farber, Management Analyst, San Mateo County Probation Department, 222 Paul Scannell Drive, San Mateo, CA 94402.

B. Monitoring

Contractor shall work collaboratively with County staff and the JJCPA Evaluator to collect data. The JJCPA Evaluator shall report semi-annually on the progress of County and Contractor on the following JJCPA performance measures:

1. Thirty-five (35) clients shall be served in each fiscal year; and
2. 90% of referred clients shall have had a comprehensive psycho-social and substance abuse assessment performed.

Contractor shall report quarterly the progress made toward meeting the performance measures. This report shall be attached to the quarterly Units of Service Report.