

COUNTY OF SAN MATEO
Interdepartmental Correspondence

Date: August 21, 2001

Hearing Date: September 11, 2001

TO: Honorable Board of Supervisors

FROM: Maureen D. Borland, Director, Human Services Agency
Yvonne Frazier, Administrator, Alcohol and Drug Services

SUBJECT: Agreement with Family and Community Enrichment Services, Inc. for Alcohol and Drug Treatment Services for the One-Year Period July 1, 2001 through June 30, 2002

RECOMMENDATION:

Adopt a resolution:

- 1) authorizing the President of the Board to execute an agreement with Family and Community Enrichment Services, Inc. (FACES) in the amount of \$560,049 for the one-year period July 1, 2001 through June 30, 2002; and
- 2) authorizing the Director of the Human Services Agency to execute amendments and minor modifications during the term of the agreement, however, such authority is limited to:
 - a) reducing the County's maximum fiscal obligation in the event there is a commensurate reduction in the term of the agreement, the units of service or the types of service provided by Contractor,
 - b) increasing the County's maximum fiscal obligation in the event there is a commensurate increase in the term of the agreement, the units of service and/or the types of services provided by Contractor, however, said increase(s) shall be limited to a total of \$25,000, and
 - c) making changes in the types or units of service provided by Contractor, as long as the changes have no impact on the County's maximum fiscal obligation.

Background:

The agreement with FACES contains CalWORKs Women's Day Treatment services at the Contractor's "Women's Enrichment Center," and Drop-Off Center services for public inebriates and individuals apprehended while driving under the influence (DUI) at the "First Chance North" program. In FY 2000-01 the Board of Supervisors approved a one-year agreement with FACES to provide the Women's Day Treatment services as the result of a Request for Proposal (RFP) process. In the budget process for FY 2000-01, administrative responsibility for the First Chance Drop-Off Center services was transferred from the Health Services Agency's Mental

Health Division to the Human Services Agency. Alcohol and Drug Services recommends contracting with FACES to continue providing both service components throughout FY 2001-02.

As the Human Services Agency's Outcome Based Management pilot program, Alcohol and Drug Services developed performance measures for treatment services and collected baseline data throughout FY2000-01.

Discussion:

The Contractor will provide a women's intensive day treatment program at the Women's Enrichment Center to sixty (60) women receiving CalWORKs assistance who are referred to the program by the Family Self Sufficiency Teams. The target population includes women with co-occurring mental health and substance abuse issues. FACES works collaboratively with the project's Multidisciplinary Steering Committee, which includes representatives from the Human Services Agency and Mental Health Services.

The Contractor operates the First Chance North Drop-Off Center, a nine (9) bed temporary shelter alternative to incarceration for individuals apprehended for DUI and public inebriation. The average length of stay is eight (8) hours, and the program provides counseling, information, referral and follow-up services. The First Chance North program is utilized and funded by the County, and nine (9) jurisdictions: Cities of Brisbane, Colma, Daly City, Millbrae, Pacifica, San Bruno, and South San Francisco; Township of Broadmoor; and San Francisco Airport Authority. The County acts as fiscal agent for the contributions of the eight jurisdictions.

Outcome measures for alcohol and drug treatment services are included in the Human Services Agency's Outcome-Based Management (OBM) Program Plan. Progress on data collection and projected targets for FY 2001-02 is summarized in the attached chart. The First Chance program collects follow-up data on individuals receiving its services, including subsequent alcohol- or drug-related arrests and self reported abstinence or reduction in alcohol consumption.

Alcohol and Drug Services is in compliance with the Human Services Agency's Outcome-Based Management (OBM) Program Plan. Below are the Recommended Performance Measures included in the OBM Plan. Aggregate data and projections include data collected from the FACES Women's Enrichment Center program component.

Alcohol and Drug Treatment Services

Outcome-Based Management Performance Measures*	FY 2000-01 Baseline Data*	Projected for FY 2001-02
Percent of clients reducing or abstaining from alcohol and drug use at 3 months and 9 months post-intake.	3 months - 89% 9 months - 82%	3 months - 85% 9 months - 75%

Percent of clients detained or incarcerated (within last 30 days), or awaiting charges, trial or sentencing at 3 months and 9 months post-intake.	3 months - 13% 9 months - 20%	3 months - 15% 9 months - 20%
Percent of criminal justice involved clients retained in treatment or until completion of program.	75%	75%
Percent of clients referred or completing treatment, by modality: 1) Outpatient 2) Residential Detoxification/Non-Hospital 3) Residential Treatment 4) Intensive Outpatient/Day Treatment TOTAL	1) 48% 2) 75% 3) 60% 4) <u>42%</u> 62% average of all modalities	1) 48% 2) 75% 3) 60% 4) <u>42%</u> 62% average of all modalities
Percent of clients employed at 3 months and 9 months post-intake.	3 months - 36% 9 months - 32%	3 months - 35% 9 months - 40%

* Based on year-to-date figures as of third quarter ending March 31, 2001

The year-end data for FY 2000-01 will be available and reviewed in August 2001. Based on the year-end data, the projected targets for FY 2001-02 may be adjusted accordingly at a later date.

The agreement and resolution have been reviewed and approved as to form by the County Counsel's office.

Term and Fiscal Impact:

The term of this one-year agreement is from July 1, 2001 through June 30, 2002. The total contract obligation is \$560,049, which is included in the FY 2001-02 preliminary budget for Alcohol and Drug Services. Funding is as follows:

Women's Day Treatment Services	
State CalWORKs Substance Abuse and Mental Health Allocation	\$350,000
County funds	35,000
First Chance North Drop-Off Center	
State Aid Public Safety funds	120,000
County funds	<u>55,049</u>
Total Contract Obligation	\$560,049

Esther Lucas, ext. 6432

cc: Deborah Penny Bennett, Deputy County Counsel

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC. FOR THE PROVISION OF ALCOHOL AND DRUG TREATMENT SERVICES FOR THE ONE-YEAR PERIOD JULY 1, 2001 THROUGH JUNE 30, 2002; AND AUTHORIZING THE DIRECTOR OF THE HUMAN SERVICES AGENCY TO EXECUTE SUBSEQUENT AMENDMENTS AND MINOR MODIFICATIONS DURING THE TERM OF THE AGREEMENT, HOWEVER, SUCH AUTHORITY IS LIMITED TO:

- A) REDUCING THE COUNTY'S MAXIMUM FISCAL OBLIGATION IN THE EVENT THERE IS A COMMENSURATE REDUCTION IN THE TERM OF THE AGREEMENT, THE UNITS OF SERVICE OR THE TYPES OF SERVICE PROVIDED BY CONTRACTOR,
- B) INCREASING THE COUNTY'S MAXIMUM FISCAL OBLIGATION IN THE EVENT THERE IS A COMMENSURATE INCREASE IN THE TERM OF THE AGREEMENT, THE UNITS OF SERVICE AND/OR THE TYPES OF SERVICES PROVIDED BY CONTRACTOR, HOWEVER, SAID INCREASE(S) SHALL BE LIMITED TO A TOTAL OF \$25,000, AND
- C) MAKING CHANGES IN THE TYPES OR UNITS OF SERVICE PROVIDED BY CONTRACTOR, AS LONG AS THE CHANGES HAVE NO IMPACT ON THE COUNTY'S MAXIMUM FISCAL OBLIGATION.

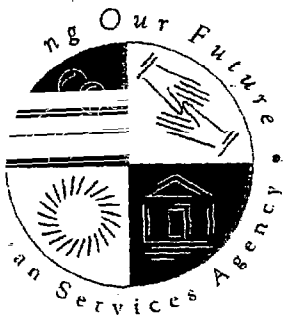
RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, this Board has been presented with a form of the Agreement and has examined and approved it as to both form and content and desires to enter into said Agreement:

NOW, THEREFORE IT IS HEREBY RESOLVED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

BE IT FURTHER RESOLVED, that the Director of the Human Services Agency shall be authorized to execute subsequent amendments and minor modifications thereto during the term of the Agreement, however, such authority is limited to:

- a) reducing the County's maximum fiscal obligation in the event there is a commensurate reduction in the term of the agreement, the units of service or the types of service provided by Contractor,
- b) increasing the County's maximum fiscal obligation in the event there is a commensurate increase in the term of the agreement, the units of service and/or the types of services provided by Contractor, however, said increase(s) shall be limited to a total of \$25,000, and
- c) making changes in the types or units of service provided by Contractor, as long as the changes have no impact on the County's maximum fiscal obligation.



**AGREEMENT BETWEEN
COUNTY OF SAN MATEO**

AND

FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.
For the Period of

July 1, 2001 through June 30, 2002

Agency Contact:
Esther Lucas
Human Services Analyst
(650) 802-6432

**AGREEMENT WITH
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2001,
by and between the COUNTY OF SAN MATEO, hereinafter called "County" and FAMILY
AND COMMUNITY ENRICHMENT SERVICES, INC., 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/
Agency thereof; and

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

The following exhibits and attachments are attached hereto and incorporated by reference
therein.

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

1. **Exhibits and Attachments**

- Exhibit A: CalWORKs Funded Services and Rates of Payment for those
Services.
- Exhibit B: First Chance North Alcohol Violation Temporary Housing
Authority Services and Rates of Payment for those Services.
- Exhibit C: Outcome Based Management and Budgeting Responsibilities.
- Attachment 1: Compliance with Section 504
- Attachment 2: Fingerprinting Compliance
- Attachment 3: HIV/AIDS Services
- Attachment 4: Payment Procedures
- Attachment 5: Monitoring Procedures
- Attachment 6: Program Specific Requirements
- Attachment 7: Equal Benefits Compliance

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

In consideration of the payments hereinafter set forth in the Exhibits and
Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth in
the Exhibits and Attachments attached and incorporated by reference.

3. **Payments.**

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in the Exhibits, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED SIXTY THOUSAND FORTY-NINE DOLLARS (\$560,049) for the contract term.

B. **Rate of Payment.** The rates and terms of payment shall be specified in the Exhibits and Attachments. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the established rates be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 3.A. above. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits to the full satisfaction of the Director of Human Services or her representative.

C. **Time Limit for Submitting Invoices.** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of the Exhibits and Attachments. 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.

In order to ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided to County no later than the fifteenth (15th) day of each month.

D. **Availability of Funds.** Payment for all services provided pursuant to this Agreement are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate or pay County 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. The County may terminate this Agreement for unavailability of Federal, State or County funds.

E. **Program Budget.**

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. Said budget shall be subject to the approval of the Human Services Agency. Actual expenditures may exceed budgeted expenditures to the extent that actual income exceeds budgeted income.

2. Transfers between personnel and operating expenses that in the aggregate equal or exceed ten percent (10%) of the maximum amount specified in Paragraph 3.A. hereinabove or TEN THOUSAND DOLLARS (\$10,000), whichever is less, of the annual budget for contracted services may be made only upon prior authorization of the Alcohol and Drug Services Manager.

4. **Relationship of Parties.**

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless.**

Contractor shall indemnify and save harmless the 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 whomever belonging; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees and servants, resulting from the performance of any work required of Contractor or payments made pursuant to the Agreement, provided that this shall not apply to injuries or damage for which the 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.

6. **Insurance.**

A. Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency 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 Human Services Agency or any pending change in the limits of liability or of any cancellation or modification of the policy.

1) **Workers' Compensation and Employer's Liability Insurance.**

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, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' 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. 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/it 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 Contractor's operations under this Agreement, whether such operations be by himself/herself/itself 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 not be less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability... ..\$ 1,000,000
- (b) Automobile Liability.....\$ 1,000,000
- (c) Professional Liability.....\$ 1,000,000

After one year from the date of this Agreement is first executed, the County may at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days notice to Contractor. 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.

7. Non-Discrimination.

Contractor shall comply with the non-discrimination requirements described below:

A. Section 504 of the Rehabilitation Act of 1973.

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled 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 contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an

equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. Non-Discrimination - General. No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. Non-Discrimination - Employment. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal opportunity employment policies shall be made available to County upon request.

D. Violation of the Non-Discrimination Provisions.

1. 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:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph;
- b) 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.

8. **Equal Benefits Compliance.** 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.

9. **Child Abuse Prevention, Reporting and Fingerprinting Requirements.**
Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who work at the program and/or provide services under this Agreement and who have supervisory or disciplinary power over a minor or any person under his/her care (Penal Code 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting will be at County's sole discretion and Contractor's sole expense.

D. The fingerprinting process will be completed and the results of the process will be obtained before any of the Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, Contractor may set a hire date prior to obtaining fingerprinting results contingent on the candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, or has omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E. Contractor will maintain, and make available to County upon request, a written certification for each individual employee, subcontractor, assignee, volunteer and any other person who works at the program and/or provides services under this agreement. Such certification shall state that the individual has been fingerprinted, that the results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact.

10. Assignments and Subcontracts.

A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

11. Records.

A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit 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.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

12. Compliance with Applicable Laws.

All services shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to

confidentiality, civil rights, and quality assurance. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. **Entire Agreement.**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

14. This Agreement is not a representation or indication of subsequent funding or contracting for the services described herein. The levels of services and payments set forth in this Agreement are not necessarily inclusive of start-up costs, or computed on an annualized basis.

15. **Interpretation and Enforcement.**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

- (1) In the case of County, to:
San Mateo County Human Services Agency
Alcohol and Drug Services
400 Harbor Boulevard, Building C
Belmont CA 94002
(650) 802-6400
- (2) In the case of Contractor, to:
Family and Community Enrichment Services, Inc.
610 Elm Street, Suite 212
San Carlos, CA 94070

B. **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.

16. **Term of the Agreement.**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001, through June 30, 2002. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

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

COUNTY OF SAN MATEO

By: _____
Michael D. Nevin, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.

Michael B. Garb, Chairperson

Name, Title - Print

Michael B. Garb

Signature

Date: August 18, 2001

Contractor's Tax I.D. # 94-3051693

EXHIBIT A

CalWORKs Mental Health and Substance Abuse Allocation Funded Women's Day Treatment Services and Rates of Payment FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC. July 1, 2001 through June 30, 2002

Contractor will provide the following women's day treatment services at mutually agreed upon location(s) in San Mateo County. Contractor will participate on the Day Treatment Center Multidisciplinary Steering Committee and the Human Services Agency's Family Self Sufficiency Teams (FSSTs) to assure ongoing planning, coordination and services which address the needs of the target population.

I. CalWORKs Women's Day Treatment Services

Contractor's CalWORKs women's day treatment program known as the "Women's Enrichment Center" will comply with all State and Federal policies and guidelines as they pertain to the program. Contractor's program will include but not be limited to the following services:

A. CalWORKs Women's Day Treatment Units of Service

Admit to Contractor's CalWORKs Women's Enrichment Center program a minimum of sixty (60) women program participants who are CalWORKs recipients. Provide a total of three thousand (3,000) treatment visit days. In order to be eligible for these services, program participants must be referred through the CalWORKs assessment process due to mental health and/or substance abuse treatment needs.

B. CalWORKs Women's Day Treatment Hours of Staff Availability

Provide a total of six thousand seven hundred twenty-four (6,724) hours of staff availability dedicated to CalWORKs women's day treatment services including face-to-face contacts, preparation time and record keeping time.

C. CalWORKs Women's Day Treatment Services

Provide women's day treatment services through the Women's Enrichment Center at Contractor's program site.

1. Provide an intensive day treatment program for women referred through the CalWORKs assessment process due to mental health and/or substance abuse treatment needs. The intensive day treatment program will include:
 - a. Assessment, case management, and linkage to supportive services
 - b. Provide an eight week basic program to four consecutive groups of

women program participants. Provide the program a total of five and one-half (5 ½) hours per day, five (5) days per week for a total of forty (40) weeks. Each eight (8) week basic program will include:

- 1) Treatment groups co-facilitated by mental health and substance abuse professionals. Treatment groups include:
 - a) substance abuse treatment
 - b) emotional regulation and skill building
 - c) emotional process
 - d) relapse prevention, cravings management
 - e) aftercare/case management
- 2) Psycho-educational groups include:
 - a) parenting
 - b) substance abuse and the family
 - c) substance abuse education
 - d) HIV/AIDS education
 - e) life skills training
 - f) domestic violence and trauma education
 - g) self care, stress reduction and wellness
 - h) nutrition education
- 3) Individual therapy

2. Case Management and Supportive Services

Provide case management and other supportive services to individuals participating in the intensive day treatment program, including those individuals who have completed the eight week basic program described in Section C.1. of Exhibit A:

a. Case Management

Contractor's staff will assist program participants directly with making contacts and obtaining appropriate services in the community. Contractor's linkage specialist will work collaboratively with Family Self Sufficiency Teams (FSST) and other Human Services Agency resources on behalf of program participants.

b. Supportive Services

Supportive services will include but not be limited to:

- 1) transportation to and from basic program services for program participants

- 2) childcare for children of individuals participating in program activities

c. Aftercare Services

Aftercare services will include but not be limited to:

- 1) follow up phone contact weekly for six weeks following completion of the program
- 2) individual therapy will continue one hour per week until new therapy services are established
- 3) family visits and assessment
- 4) weekly aftercare support groups for eight (8) weeks following completion of treatment services
- 5) referral and linkages to needed services (including housing, child care, etc.)

II. CalWORKs Women's Day Treatment Services Rates of Payment

Subject to the payment provisions of Attachment 4, monthly County payment to Contractor is determined by dividing the entire fiscal obligation into twelve (12) monthly payments. In full consideration of CalWORKs women's day treatment services provided by Contractor:

- A. County shall pay Contractor THIRTY-TWO THOUSAND EIGHTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$32,083.33) per month, not to exceed a maximum contract obligation of THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$385,000) for the term of the Agreement.
- B. All payments under this Agreement must directly support services specified in this Agreement.

exadatx.wpd

EXHIBIT B

**State Aid Public Safety Funded
North County Drop-Off Center Services and Rates of Payment
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.
July 1, 2001 through June 30, 2002**

Contractor will provide the following drop-off center services at mutually agreed upon location(s) in San Mateo County. The Contractor will operate the Alcohol Violation Temporary Housing Authority in South San Francisco, known as the First Chance North Drop-Off Center.

I. First Chance North Drop-Off Center Services

- A. Operate a nine (9) bed, twenty-four (24) hour, seven (7) day per week (continuous uninterrupted service) Alcohol Violation Temporary Housing Authority located in South San Francisco.
- B. Provide temporary shelter, individualized alcohol abuse/dependence assessment, observation, recovery counseling and referral services for ongoing treatment, and twelve (12) step meetings for all individuals (men and women) admitted to the facility.
- C. Offer follow-up counseling groups and referral services for individuals who have participated in the drop-off center services.
- D. Complete an alcohol and drug abuse assessment exit interview with seventy-five percent (75%) of all new participants.
- E. Provide aftercare re-entry counseling for graduates of the CHOICES program in the San Mateo County Jail and the San Mateo County Women's Correctional Facility.
- F. Units of Service
 - 1. Admit up to one thousand three hundred fifty (1,350) individuals referred by participating law enforcement agencies and San Mateo County Health Services (San Mateo County General Hospital, Correctional Health, and Mental Health Services).
 - a. Collect statistical information including:
 - 1) Number of individuals referred
 - 2) Number of individuals admitted
 - 3) category of referral

- 4) demographic information
- 5) city or agency admissions
- 6) prior Driving Under the Influence (DUI); alcohol- or drug-related arrest, hospitalization, job loss, treatment history

b. Provide monthly statistical reports to all participating cities, agencies, and County.

2. Hours of Staff Availability

Provide ten thousand forty-six (10,046) hours of staff availability dedicated to First Chance North Drop-Off Center direct program services, preparation time, and record keeping time.

3. Provide services described in Section I of Exhibit A to one thousand three hundred fifty (1,350) individuals participating in the program, for an average of eight (8) hours per participant. Each participant will be allowed to remain in the drop-off center for a minimum of four (4) hours and a maximum of eighteen (18) hours after being admitted.

II. First Chance North Drop-Off Center Goal and Objectives

Goal: Provide temporary shelter and individualized alcohol/drug abuse assessment and referrals for ongoing services for non-felony DUI offenders, public inebriates, and transfers from hospital emergency rooms.

Objective 1: Fifty percent (50%) of those who are positively discharged (discharge recommended by program staff) will report no subsequent alcohol- or drug-related arrest for twelve (12) months following date of discharge from First Chance.

Objective 2: Fifty percent (50%) of those positively discharged from First Chance will report a significant decrease in or abstinence from alcohol consumption between date of discharge from First Chance and follow-up contact at six (6) months.

Objective 3: Fifty percent (50%) of those positively discharged from program will agree to participate in follow-up evaluation by First Chance staff.

III. First Chance North Drop-Off Center Rates of Payment

In full consideration of First Chance North Drop-Off Center services provided by Contractor:

- A. An Oversight Committee, composed of representatives from the County, Cities, Township, and Airport, shall review and approve the annual budget for the First

Chance North Drop-Off Center services. The County, and nine (9) jurisdictions: Cities of Brisbane, Colma, Daly City, Millbrae, Pacifica, San Bruno, and South San Francisco; Township of Broadmoor; and San Francisco International Airport shall contribute to the support of the First Chance North Drop-Off Center in accordance with the annual budget, prepared by the Contractor and presented to the Oversight Committee. The County shall act as fiscal agent for these contributions.

- B. County payment to Contractor is determined by dividing County's entire fiscal obligation into two (2) payments. County shall remit payments to Contractor upon receipt of invoices from Contractor, one (1) upon execution of this Agreement and one (1) on January 1, 2002. County shall pay Contractor two payments of EIGHTY-SEVEN THOUSAND, FIVE HUNDRED TWENTY-FOUR DOLLARS AND FIFTY CENTS (\$87,524.50), not to exceed a maximum contract obligation of ONE HUNDRED SEVENTY-FIVE THOUSAND FORTY-NINE DOLLARS (\$175,049) for the term of the Agreement.
- C. In addition, County shall receive contributions for support of the First Chance North Drop-Off Center from the nine (9) jurisdictions described in Section III. A. of Exhibit B. All contributions received by County from Cities, Township, and Airport will be deposited by County into a trust fund established for this purpose, and remitted to Contractor no more than sixty (60) days after receipt.
 - 1. These funds are in addition to the County's contribution of ONE HUNDRED SEVENTY-FIVE THOUSAND FORTY-NINE DOLLARS (\$175,049) AND County is merely passing them through to Contractor.
- D. All payments under this Agreement must directly support services specified in this Agreement.

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EXHIBIT C
Outcome Based Management and Budgeting Responsibilities
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.

July 1, 2001 through June 30, 2002

Contractor's Responsibilities

Engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- A. Attending planning and informational meetings;
- B. Developing program performance and outcome measurements;
- C. Collecting and submitting data necessary to fulfill measurement requirements;
- D. Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;
- E. Participating in a review of performance and outcome information;
- F. Complying with OBM Implementation Guidelines as specified in memos released by the Human Service Agency.

Human Services Agency's (HSA) Responsibilities

- A. Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- B. Issue and review OBM Implementation Guidelines.
- C. Conduct review of performance and outcome information.

ATTACHMENT 1

**(Required only from Contractors who provide services directly to the public
on County's behalf)**

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees 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 regulation.

Lillian Doherty

Name of 504 Person - Type or Print

Family and Community Enrichment Services Inc

Name of Contractor(s) - Type or Print Street Address or P.O. Box

610 Elm Street San Carlos CA 94070

City

State

Zip Code

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

8/18/01

Date

M. D. B. G. S., Chairperson

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 handicapped 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

Agreement with

Family and Community Enrichment Services, Inc.

Name of Contractor

for

Alcohol and Drug Treatment Services

Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees that its employees, subcontractors, assignees, volunteers and any other persons who **work at the program and/or** provide services under this agreement, and who will have supervisory or disciplinary power over a minor or any person under his/her care (Penal Code 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting will be at County's sole discretion and Contractor's sole expense.
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, Contractor may set a hire date prior to obtaining fingerprinting results contingent on the candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, or has omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written certification for each individual employee, subcontractor, assignee, volunteer and any other person who works at the program and/or provides services under this Agreement. Such certification shall state that the individual has been fingerprinted, that the results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact.

M. D. B. G. S.

Name (Signature)

Chairperson

Title

August 18, 2001

Date

Revised 8/17/01

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ATTACHMENT 3
HIV/AIDS Services

July 1, 2001 through June 30, 2002

- I. Contractor will provide the following HIV/AIDS services which are part of all Contractors' basic alcohol and drug treatment program(s):
- A. Contractor's Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Program, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Manager.
 - B. Contractor's staff will attend a minimum of two (2) hours of HIV update training specifically designed for counselors in alcohol and drug recovery programs. This requirement may be met by attendance at the San Mateo County AIDS Program in-service for alcohol and drug treatment staff, or equivalent training approved by the Alcohol and Drug Services Manager. Seventy-five percent (75%) of staff will receive this training.
 - C. Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS as a recovery issue, risk assessment and prevention education, culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change. Contractor must have up-to-date information readily available for participants on HIV testing and counseling, needle exchange programs and written information on HIV/AIDS and Hepatitis A, B and C. Contractor must also make access to condoms available to all program participants.
 - D. Contractor will consult with San Mateo County AIDS Program to determine the best way for the AIDS Program, or Contractor's staff trained by the AIDS Program, to deliver HIV/AIDS group education to program participants. HIV/AIDS group education for participants will occur monthly for two (2) hours, with participant attendance expected. Group education will be designed with recovery as a focus, and will include culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change.
 - E. Contractor will coordinate with the Alcohol and Drug Services Manager, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

ATTACHMENT 4

Payment Procedures FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC. July 1, 2001 through June 30, 2002

I. PAYMENTS

- A. In the event that Contractor provides less than all services specified in the Exhibits, County reserves the right to pay only for the actual services provided plus an additional ten percent (10%) of the maximum contract obligation specified in Paragraph 3.A. of the body of this Agreement, subject to Paragraph I.B. of this Attachment. The payment of the additional ten percent (10%) of the maximum contract obligation will compensate Contractor for maintaining the program on a continuous basis. County shall bear no other responsibility to compensate Contractor for that service. In no event will the total payments to Contractor under this Agreement exceed the maximum contract obligation specified in Paragraph 3.A. of the body of this Agreement.
- B. Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual net allowable costs will be determined by the final/year-end Cost Report.
 - 1. Contractor will submit to County for review and approval an annual budget covering all contracted services under this Agreement. The budget will be submitted prior to execution of this Agreement.
 - 2. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2002.
 - 3. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Manager. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.
- C. County will pay Contractor upon Contractor's timely submission of satisfactorily completed documents, as follows: Monthly reports of direct services provided in the previous month and monthly bills for CalWORKs services described in Exhibit A in accordance with the County billing format.
 - 1. County may withhold all or part of Contractor's monthly payment if

Contractor fails to submit timely satisfactorily completed reports, including but not limited to the following. This may apply to previous contract periods. County will release withheld payments to Contractor when County determines that Contractor has satisfactorily submitted all required documents.

- a. annual budget proposal
 - b. cost allocation plan
 - c. participant fee schedule
 - d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADs) as appropriate by program modality
 - e. quarterly revenue, expenditure and units of service reports
 - f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality
 - g. monthly units of service reports
 - h. monthly hours of staff availability reports (for services other than residential)
 - i. quarterly narrative report
 - j. outcome objectives data/report
 - k. final/year-end cost report
 - l. Addiction Severity Index (ASI) at intake; 3 month and 9 month follow-up
 - m. capacity/utilization report to State
2. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate. Invoices and/or supporting documentation that is inaccurate or contains inconsistencies must first be corrected and a new invoice submitted. County shall pay Contractor within thirty (30) days of receipt of corrected invoice and/or supporting documentation.
3. County may withhold all or part of Contractor's total payment if the Director of Human Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in the Exhibits and Attachments to this agreement.
 - a. County will give thirty (30) days' prior written notice to Contractor of County's intent to withhold payment.

- b. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately upon County's written notice with justification to Contractor.
- 4. When County plans not to renew an agreement in the following fiscal year or when County plans to terminate this Agreement early, County may withhold all or part of Contractor's final payment until:
 - a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
 - b. Federal, state, or county government completes any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- 5. Services provided in excess of the maximum financial obligation of County will be solely at Contractor's risk and financial responsibility.
- 6. If Contractor anticipates inability to provide the fully contracted units of service for one or more cost centers, Contractor must notify the Alcohol and Drug Services Manager, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2002.

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ATTACHMENT 5
Monitoring Procedures
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.
July 1, 2001 through June 30, 2002

I. CONTRACTOR'S RESPONSIBILITIES

A. Reporting Requirements for Alcohol and Drug Treatment Services:

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits. Submit report within ten calendar (10) days after the end of each month.
2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to the California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
 - a. If the mid-year report due January 31, 2002 indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services, County may require Contractor to submit monthly narrative reports describing actual delivery of services provided under the Exhibits for the remainder of the contract term.
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addendums thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

II. COUNTY'S RESPONSIBILITIES

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to, the following:
 - 1. Monthly reports.
 - 2. Financial reports such as annual budgets, cost allocation plans, and cost reports.
 - 3. Quarterly Expenses, Revenues and Units of Service reports.
 - 4. Quarterly narrative reports.
 - 5. Outcome data/reports.
 - 6. Other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to, the following tasks:
 - 1. Review of all pertinent participant records.
 - 2. Appropriate interviews/discussions with participants served by Contractor.
 - 3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
 - 4. Meet with appropriate program management and operations staff.
 - 5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
 - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.

6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

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ATTACHMENT 6

Program Specific Requirements FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC. July 1, 2001 through June 30, 2002

I. GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Attend each of the following meetings:
 - 1. Monthly Alcohol and Drug Treatment Provider's meetings.
 - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
 - 1. Pursuant to Paragraph 10 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of Human Services or her designee.
- D. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS:

- A. Maintain alcohol and drug treatment program participant records that include the following:
 - 1. CADDs form
 - 2. Intake form
 - 3. Signed fee determination
 - 4. Redetermination of fee every six (6) months
 - 5. Medical history
 - 6. Social history

7. Alcohol and drug history
 8. Presenting problem
 9. Completed Addiction Severity Index (ASI)
 10. Recovery plan
 11. Progress notes
 12. Closure summary/discharge plan
 13. Documented quarterly review by consultant/supervisor
 14. Signed release of information as required
 15. Signed consent to treatment
 16. Signed confidentiality agreement
 17. Supplementary intake and exit data survey forms (as requested by County)
- B. Administer the ASI to all adult treatment program participants who were not assessed via an ASI within 30 days prior to admission to Contractor's program(s), and as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Program Manager, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Obtain and maintain California Department of Alcohol and Drug Programs certification and/or licensure of Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Manager.
- F. Contractor shall maintain a sliding fee scale and written payment policies which will ensure that clients' payments are commensurate with their ability to pay for services. The sliding fee scale will ensure services for those clients who are not able to pay. These documents and any amendments thereto will be submitted to Alcohol and Drug Services Manager or her designee for approval within thirty (30) days of the execution of this Agreement.
1. The approved client fee schedule submitted to Alcohol and Drug Services

is the fee schedule that must be utilized for all clients being served in slots supported by this Agreement. All written and verbal communications regarding fees must be consistent with this approved client fee schedule. It is not appropriate to negotiate for the purpose of referrals or other reasons, by indicating the fee can be waived or reduced. If a program wants to alter their approved fee schedule, they must submit a new fee schedule to the Alcohol and Drug Services Manager or her designee for review and approval.

- G. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Manager, in the event that a participant appeals the manner or amount of his/her fee determination.

III. PROGRAM CERTIFICATION

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

A. Program Requirements:

1. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.
2. Make use of available community resources, including recreational resources.
3. Operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location.
4. Perform outreach activities to encourage individuals in need of alcohol and/or other drug services to reach these services.

B. Underserved Populations Requirements:

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
 - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs and/or alcohol- and drug-related materials in order to meet the needs of the people in the community(ies) served by Contractor.

- b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
 - c. Special and/or underserved populations include the following:
 - 1) Non-English speaking
 - 2) Hearing impaired
 - 3) Physically impaired
 - 4) Gay/lesbian
 - 5) Elderly (for adult services)
 - 6) Pregnant women
 - 7) HIV-positive
 - 8) Persons with a co-occurring disorder
 - 9) Diverse cultures
 - 2. Demonstrate a commitment, in good faith, to recruit and retain program staff who can communicate with and relate to diverse populations.
 - 3. Assure that Contractor's program staff receive training that addresses the prevention and treatment issues and approaches relevant to the special and/or underserved populations designated in Paragraph B.1.c. above.
- C. Program participants who fall into the following categories will be considered to have a "co-occurring disorder." Contractor will abide by the following definitions and protocol for such individuals:
- 1. Definition of co-occurring disorder:
 - a. An individual is considered to have a "co-occurring disorder" if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
 - 2. Protocol:
 - a. Category I - basic mental health issues and substance use disorders: Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.
 - b. Category II - complex mental health issues and substance use disorders:

Examples would include most individuals diagnosed with Dissociative Disorders, Eating Disorders, Anxiety Disorders, Attention Deficit Disorders, Major Depressive Disorders that are not substance-induced, and some Personality Disorders with complex behavioral issues (such as some individuals with Borderline Personality Disorders), in addition to the Substance Use Disorder(s). Many, but not all, of these individuals may be on medications. In addition, some individuals in Category III who are stabilized on medications and who do not have significant behavioral problems may be in this category.

c. Category III - serious mental health issues and substance use disorders:

Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

Note: Individuals who have a diagnosis of Antisocial Personality Disorder, Mental Retardation, Learning Disorders, Autistic Disorders, Delirium, Dementia or Amnesic and other Cognitive Disorders and Substance Use Disorders, but none of the psychiatric diagnoses noted above, are considered to have a "co-occurring disorder" for the purposes of this protocol.

D. Administrative Requirements:

1. Allow San Mateo County Drug and Alcohol Advisory Board (DAAB) members to visit Contractor's program site(s) at a mutually agreed time. One (1) day advance notification will suffice when a member of the DAAB and the Alcohol and Drug Services Manager, agree that an immediate visit is necessary.
2. Provide statistical information upon reasonable request of County.

E. Facility Requirements:

1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.

2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.

F. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
 - a. A conflict of interest policy applicable to all of Contractor's program's employees, which includes, but is not limited to, financial conflict of interest.
 - b. Personnel policies that discuss the following:
 - 1) Criteria regarding employment of disabled people, including recovering alcohol and drug abusers, for each position, including the minimum length of recovery required for each position.
 - a) Include criteria regarding the employment of current program participants.
 - 2) Criteria describing the required academic and/or experiential background of Contractor's program's treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, and disorientation.
 - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
 - d. Procedures for obtaining medical, psychiatric evaluation, and

emergency services.

- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable laws, including the following:
 - 1) Federal Department of Health and Human Services, Public Health Service, 42 Code of Federal Regulation Part 2, entitled, "Confidentiality of Alcohol and Drug Abuse Patient Records; Final Rule."
 - 2) California "Mandated Blood Testing and Confidentiality to Protect Public Health Act" of 1985 and all amendments, regarding AIDS/HIV issues.
 - 3) Health and Safety Code Section 11812(c).
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
 - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Manager).
 - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
 - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the

alcohol or tobacco industries.

- I. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

- 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
- 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
- 3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
 - a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
 - 1) Any member of Contractor's governing board.
 - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
 - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
 - b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.

4. If the Alcohol and Drug Services Manager, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.
5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

IV. FISCAL CERTIFICATIONS:

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. In the event that Contractor's program owes money to any county agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs's Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Manager, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
 1. Contractor will perform audit according to standard accounting practices.

2. This expense is an allowable cost in Contractor's program budget.
 3. If County reasonably believes that governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Manager may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
 2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
 3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
 4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
 5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
 6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
 7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
 8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor may submit a written request for additional time to complete the audit report, subject to County's written approval.

- E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.
 - 1. County has the option to retain ownership of capital equipment purchased with contract funds.
- F. Contractor will spend no contract funds on fundraising.
- G. Contractor will notify County upon Contractor's program's receipt of any **annual** donation valued at TWO THOUSAND DOLLARS (\$2,000) or more.

V. UNUSUAL INCIDENTS POLICY:

Contractor shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the Alcohol and Drug Services Manager, within three (3) calendar days of any unusual incident.

- A. Unusual incidents include, but are not limited to the following:
 - 1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
 - 2. The death by any cause of a person currently receiving services from Contractor's program(s).
 - 3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
 - 4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this agreement with the County (including the loss of key personnel).
 - 5. Serious personal injury.
 - 6. Serious property damage.

Atch6t.wp

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID RI
FAMI-11DATE (MM/DD/YY)
05/24/01**PRODUCER**
Chapman & Associates
License #0522024
P. O. Box 5455
Pasadena CA 91117-0455
Phone: 626-405-8031 Fax: 626-405-0585THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE****INSURED**

Family & Community Enrichment
Services Inc
610 Elm St Ste 212
San Carlos CA 94070INSURER A: Riverport Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:**COVERAGES**THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	RP0001712	04/26/01	04/26/02	FIRE DAMAGE (Any one fire) \$ 50000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
	<input checked="" type="checkbox"/> Professional Liab	RP0001712	04/26/01	04/26/02	PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 3000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 1000000
A	AUTOMOBILE LIABILITY	RP0001712	04/26/01	04/26/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA AGG \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONSCertificate Holder is named as Additional Insured/Funding Source with
respects to the operations of the Named Insured.**CERTIFICATE HOLDER**☒ ADDITIONAL INSURED; INSURER LETTER:**CANCELLATION**County of San Mateo
Alcohol and Drug Services
Esther Lucas
400 Harbor Blvd
Belmont CA 94002SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

MARCH 9, 2001

POLICY NUMBER: 1062124 - 01
CERTIFICATE EXPIRES: 3-3-02

SAN MATEO COUNTY ALCOHOL & DRUG SERVICES
ATTN: ESTHER LUCAS
400 HARBOR BLVD STE 400
BELMONT, CA 94002-9047

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days advance written notice to the employer.

We will also give you TEN days advance notice should the policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed therein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Thomas Hansen
AUTHORIZED REPRESENTATIVE

K.C. Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYEE

FAMILY & COMMUNITY ENRICHMENT SERVICES INC.
A NON-PROFIT CORPORATION
610 ELM ST STE 212
SAN CARLOS, CA 94070