

COUNTY OF SAN MATEO
Departmental Correspondence

Date: July 12, 2001

Hearing Date: July 31, 2001

TO: Honorable Board of Supervisors

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

SUBJECT: Agreement with Free At Last for Alcohol and Drug Treatment and Prevention Services for the One-Year Period 7/1/2001 Through 6/30/2002

RECOMMENDATION:

Adopt a resolution:

- 1) authorizing the President of the Board to execute an agreement with Free At Last in the amount of \$598,806 for the one-year period 7/1/2001 through 6/30/2002; 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 State allocates funds to counties through a combined Drug/Medi-Cal (D/MC) and Negotiated Net Amount (NNA) contract for alcohol and drug treatment and prevention services. The agreement with Free At Last contains services funded through the NNA portion which contains funding from State general funds, Federal block grant funds and drug-free school funds.

In FY2000-2001 the Board of Supervisors approved a one-year agreement with Free At Last to provide alcohol and drug treatment and prevention services. Alcohol and Drug Services

recommends contracting with Free At Last to continue providing services throughout FY2001-2002.

As the Human Services Agency's Outcome Based Management pilot program, Alcohol and Drug Services developed performance measures for both treatment and prevention services and collected baseline data from contracted treatment and prevention programs throughout FY2000-2001. In addition, during FY2000-2001, the Human Services Agency (HSA) initiated a dialogue on designing a more coordinated and collaborative approach to providing its prevention services. The HSA will facilitate planning efforts throughout FY2001-2002 while continuing to provide its current continuum of contracted alcohol and drug prevention services.

Discussion:

The Contractor will continue to provide Center for Substance Abuse Prevention (CSAT) funded non-residential and residential treatment services and project evaluation, that were initiated as part of a three-year treatment expansion grant.

In addition, Free At Last will provide alcohol and drug prevention services through its Neighborhood Recovery Center (NRC) and Youth Outreach Services. The NRC provides a supportive alcohol- and drug-free drop-in center environment which is open seven (7) days per week, ten (10) hours per day, including holidays. Support services, vocational and life-skills sessions, clean and sober social events and program referral information are available at the NRC. The Youth Outreach Services component provides alcohol, drug, and HIV outreach and risk reduction education to over three thousand (3,000) individuals between the ages of twelve (12) and twenty-five (25).

Outcome measures for alcohol and drug treatment and prevention services are included in the Human Services Agency's Outcome-Based Management (OBM) Program Plan. Progress on data collection and projected targets for FY2001-2002 is summarized in the attached charts.

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 \$598,806, which is included in the FY2001-2002 preliminary budget for Alcohol and Drug Services. Of this amount, \$97,427 from State and Federal block grant funds is designated for prevention services. The remaining \$501,379 is for CSAT Treatment Expansion services. This includes \$140,747 in federal CSAT grant funds and \$360,632 in County funds.

Esther Lucas, ext. 6432

cc: Deborah Penny Bennett, Deputy County Counsel

Performance Measures for Alcohol and Drug Services

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.

Alcohol and Drug Treatment Services

Outcome-Based Management Performance Measures*	FY2000-2001 Baseline Data*	Projected for FY2001-2002
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 2000-2001 will be available and reviewed in August 2001. Based on the year-end data, the projected targets for FY 2001-2002 may be adjusted accordingly at a later date.

Alcohol and Drug Prevention Services

Outcome-Based Management Performance Measures	Projected for FY2000-2001	FY 2000-2001 Baseline Data*	Projected for FY 2001-2002
Number of participants served in: A) school linked programs B) education/outreach programs C) youth development programs	A) 459 B) 19,530 C) 445	A) 597 B) 24,472 C) 656	A) 460 B) 19,550 C) 450
Number of participants participating in cognitive skill building (tutoring/education, problem solving/decision making/critical thinking, communication and leadership development).	20,434	25,725	20,460
Percentage of participants completing the program demonstrating increased achievement motivation	N/A	Baseline data will be available by August 2001.	Projection to be developed from FY2000-2001 baseline.
Percentage of participants completing the program demonstrating a positive view of personal future	N/A	Baseline data will be available by August 2001.	Projection to be developed from FY2000-2001 baseline.
Percentage of participants completing the program demonstrating increased planning and decision making skills	N/A	Baseline data will be available by August 2001.	Projection to be developed from FY2000-2001 baseline.
Percentage of youth (Grade 6 and above) completing the program reporting abstinence of reduction in the use of alcohol, tobacco, and/or other drugs	N/A	Baseline data will be available by August 2001.	Projection to be developed from FY2000-2001 baseline.

*Based on year-to-date figures as of third quarter ending 3/31/01.

RESOLUTION NO. _____

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

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH FREE AT LAST FOR THE PROVISION OF ALCOHOL AND DRUG TREATMENT AND PREVENTION SERVICES FOR THE ONE-YEAR PERIOD 7/1/2001 THROUGH 6/30/2002; 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

FREE AT LAST

For the Period of

July 1, 2001 through June 30, 2002

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

**AGREEMENT WITH
FREE AT LAST
FOR ALCOHOL AND DRUG TREATMENT AND PREVENTION SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2001,
by and between the COUNTY OF SAN MATEO, hereinafter called "County" and FREE AT
LAST, 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 and prevention 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: Center for Substance Abuse Treatment (CSAT) Funded Services and Rates of Payment for those Services.
- Exhibit B: State NNA Funded Prevention 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 and prevention 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 NINETY-EIGHT THOUSAND EIGHT HUNDRED SIX DOLLARS (\$598,806) for the contract term.

B. **Rate of Payment.** The rate 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 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... ..\$ 2,000,000
- (b) Automobile Liability.....\$1,000,000
- (c) Professional Liability.....\$ -0-

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 will have a 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 Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program.

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. 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:

Free At Last
1796 Bay Road
East Palo Alto, CA 94303

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: _____

FREE AT LAST

Lenita Ellis - CEO
Name, Title - Print

Signature

Date: _____

Contractor's Tax I.D. #

943193317

EXHIBIT A

**Center for Substance Abuse Treatment (CSAT) Funded
Alcohol and Drug Treatment Services and Payments
FREE AT LAST
July 1, 2001 through June 30, 2002**

Contractor will provide the following services and admit individuals, hereinafter referred to as program participants, in accordance with the guidelines and requirements of the Federal Grant No. 1 H79 TI11599-01 which is the funding source for the services, and the PHS Grants Policy Statement (Rev. April 1, 1994), which is a compilation of the salient features of policies and various policy issues regarding the administration of grant awards.

I. CSAT FUNDED NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT EXPANSION SERVICES:

- A. CSAT Nonresidential Alcohol and Drug Treatment Expansion Units of Service:
Admit to Contractor's CSAT nonresidential alcohol and drug treatment expansion services a minimum of **fifty-five (55)** program participants whose primary language is English or Spanish. Provide a total of **four thousand four hundred ninety-five (4,495) hours** of CSAT nonresidential culturally and language specific alcohol and drug treatment services as follows:
1. **Provide a total of two thousand three hundred forty (2,340) hours of services from July 1, 2001 through September 30, 2001.**
 2. **Provide a total of two thousand one hundred fifty-five (2,155) hours from October 1, 2001 through June 30, 2002.**
- B. CSAT Nonresidential Alcohol and Drug Treatment Expansion Hours of Staff Availability:
Contractor will provide **two thousand thirty nine (2,039) hours** of staff availability dedicated to CSAT nonresidential alcohol and drug treatment expansion services including face-to-face contacts, preparation time, and record keeping time.
- C. CSAT Nonresidential Alcohol and Drug Treatment Expansion Services:
Contractor's basic CSAT nonresidential alcohol and drug treatment expansion services will be culturally and language specific to the populations identified in the Federal Grant No. 1 H79 TI11599-01, and will include but not be limited to the following:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, and case management services for each program participant.
2. Services will include weekly individual and group counseling sessions. Program topics will include, at a minimum, addiction and recovery specific topics including: adult children of alcoholics, co-dependency, substance-related abuse, parenting skills, stress management, and relapse prevention.
3. Provide culturally and language appropriate "twelve step" models to meet the cultural needs of program participants. In addition, Contractor will develop similar peer support activities that are culturally relevant.
4. Provide one (1) alcohol- and drug-free socialization activity per quarter.
5. Provide evaluation and referral for medical services.
6. Provide ancillary services including, but no limited to, access to education and literacy programs, job skills assessment and training, employment information, and HIV/AIDS testing and education.

D. **CSAT Nonresidential Alcohol and Drug Treatment Expansion Rates of Payment:** Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into twelve (12) monthly payments. In full consideration of CSAT nonresidential alcohol and drug treatment expansion services provided by Contractor:

1. County shall pay Contractor SEVEN THOUSAND THREE HUNDRED NINETY FOUR DOLLARS AND THIRTY-THREE CENTS (\$7,394.33) per month, not to exceed a maximum contract obligation of EIGHTY EIGHT THOUSAND SEVEN HUNDRED THIRTY-TWO DOLLARS (\$88,732) for the term of the agreement.

II. CSAT FUNDED RESIDENTIAL ALCOHOL AND DRUG TREATMENT EXPANSION SERVICES:

A. **CSAT Funded Men's Residential Alcohol and Drug Treatment Expansion Units of Service:**

Admit to Contractor's CSAT men's residential alcohol and drug treatment expansion program a minimum of **twelve (12)** program participants who meet the population criteria identified in the Federal Grant No. 1 H79 TI11599-01. Provide a total of **four thousand three hundred eighty (4,380)** days of residential alcohol

and drug treatment services to be allocated by Contractor.

B. CSAT Funded Women's Residential Alcohol and Drug Treatment Expansion Units of Service:

Admit to Contractor's CSAT women's residential alcohol and drug treatment expansion program a minimum of **four (4)** program participants who meet the population criteria identified in the Federal Grant No. 1 H79 TI11599-01. Provide a total of **one thousand four hundred sixty (1,460)** days of residential alcohol and drug treatment services to be allocated by Contractor.

C. CSAT Funded Men's and Women's Residential Alcohol and Drug Treatment Expansion Services:

1. Provide a minimum of one (1) individual counseling session for each program participant weekly to review and adapt their recovery plan as goals are attained.
2. Provide each program participant with a minimum of six (6) hours of groups therapy to address recovery issues including, but not limited to, denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills.
3. Provide a structured program including, but not limited to, group and individual counseling, art therapy, parenting education, "twelve step" meetings, and family socialization activities.
4. Provide ancillary support services including access to legal support, HIV/AIDS testing, literacy assistance and supportive educational training and job search, and additional medical/mental health assessments to those program participants identified as having special needs.
5. Develop an aftercare recovery plan with each program participant which includes, but is not limited to, parenting groups, early recovery groups, individual and family counseling, participation in special interest groups, and weekly attendance at "twelve step" meetings.

D. CSAT Residential Alcohol and Drug Treatment Expansion Rates of Payment: Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into twelve (12) monthly payments. In full consideration of CSAT residential alcohol and drug treatment expansion services provided by Contractor pursuant to this Agreement:

1. **For CSAT funded men's residential alcohol and drug treatment expansion services:**
 - a. **County shall pay Contractor THIRTY-THREE THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS AND THIRTY-THREE CENTS (\$33,886.33) per month for the period July 1, 2001, through December 31, 2001.**
 - b. **In addition, County shall pay Contractor TWENTY-TWO THOUSAND FOUR HUNDRED THIRTY-SIX DOLLARS AND THIRTY-THREE CENTS (\$22,436.33) per month for the period January 1, 2002, through June 30, 2002.**
 - c. **In any event, the total amount paid to Contractor for CSAT funded men's residential alcohol and drug treatment expansion services shall not to exceed a maximum contract obligation of THREE HUNDRED THIRTY SEVEN THOUSAND NINE HUNDRED THIRTY-SIX DOLLARS (\$337,936) for the term of the agreement.**
2. **In addition, for CSAT funded women's residential alcohol and drug treatment expansion services, County shall pay Contractor FIVE THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS AND EIGHT CENTS (\$5,889.08) per month, not to exceed a maximum contract obligation of SEVENTY THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS (\$70,669) for the term of the agreement.**

III. CSAT FUNDED ALCOHOL AND DRUG TREATMENT CAPACITY EXPANSION SERVICES EVALUATION:

Contractor will conduct a specific evaluation of the CSAT alcohol and drug treatment expansion grant funded services. This evaluation is in addition to other evaluation and outcome measure activities described in this Agreement. The CSAT capacity expansion evaluation will evaluate the CSAT grant-funded services over the three-year grant period (9/30/98 through 9/29/01). A description of this evaluation is outlined below:

- A. **Measurable Goals:**
 1. **Community Health Impact: slow the process of the AIDS epidemic in East Palo Alto by increasing culturally appropriate, community based treatment capacity, and subsequently, treating 20% (170) of the high risk HIV negative substance users identified by the outreach team. Treatment will result in reduced risk taking behavior for these clients.**
 2. **Community Safety Impact: reduce drug related incarceration and criminal**

behavior by increasing culturally appropriate, community based treatment capacity, and subsequently, treating 10% (170) of the East Palo Alto residents identified as drug offenders through the Community Justice Initiative. Treatment will result in reduced arrest, incarceration and criminal behavior for these clients.

3. **Treatment Efficiency Goal:** in order to impact community health (goal one) and community safety (goal two), Contractor proposes to serve an increased number of substance users in the target population in the following expanded modalities over the three year course of the grant:
 - o 100 clients will utilize new English outpatient slots (4,160 units of services/year);
 - o 100 clients will utilize new Spanish outpatient slots (5,200 units of services/year);
 - o 40 clients will utilize women's residential beds (1,460 bed days per year);
 - o 100 clients will utilize men's residential program (4,380 bed days first year; 5,840 bed days years two and three).

Of these, fifty percent (50%) will remain in treatment for more than ninety (90) days; thirty-five percent (35%) will complete the full treatment program.

4. **Treatment Effectiveness Goal:** of those enrolled for participation in the treatment expansion programs for ninety (90) days or more, report the following benefits of treatment at the time of exit, whether successful or unsuccessful.
 - o 60% will be drug and alcohol free as verified by UA test;
 - o 80% will report improved health and reduced HIV behavioral risk taking;
 - o 70% will be arrest-free without new legal problems and report compliance with parole/probation;
 - o 60% will report improved family relations, including family/child reunification, increased positive social support, and the ability to resolve problems;
 - o 60% will report improved financial status and housing conditions.

It is further hypothesized that in comparison to those who do not complete the program, the individuals who complete the program will have the larger risk reduction and longer sustained change.

- B. Methods of Evaluation: the evaluation of the program will be conducted in a two tiered model. County Alcohol and Drug Services will monitor implementation, utilization and effectiveness surveys through data collected by Contractor's staff. A second, more community integrated component of the evaluation will be conducted by an independent evaluator, Benjamin Bowser, Ph.D. of California State University, Hayward.

To measure post-treatment reduced risk levels, the study will interview clients upon admission about their risk levels, and then conduct a post-treatment interview of the client's risk levels and those of people in their immediate social network, including sex partners. To measure post-treatment success in transitioning into the work force and reunifying with families, the client will be asked about subsequent involvement with the criminal justice system - whether they are now off probation or parole or have been re-incarcerated for drug-related offenses. Their responses will be compared with their responses at the time of intake to determine if their treatment experience has also reduced crime and recidivism rates, impacting others immediately known to the client.

1. Tier One - Utilization and Treatment Effectiveness:

To track treatment utilization and effectiveness, Contractor will use the following data collection tools to collect and report data to the County Alcohol and Drug Services on a monthly basis:

- a. California Alcohol and Drug Data System (CADDs) form;
- b. Standard Intake Status Survey;
- c. Standard Exit Status Survey.

Contractor's Executive Director will prepare periodic evaluation reports to update the Project Director for San Mateo County Alcohol and Drug Services and the Principal Investigator.

2. Tier Two - Long Term Treatment Effectiveness:

The effectiveness of this community-based treatment project will be evaluated by Dr. Bowser. Dr. Bowser will guide the investigation process throughout the course of the grant period by periodically reviewing data collection procedures and making recommendations.

To provide comparability between before-treatment and after-treatment, a preliminary "universe of need" assessment will be collected from: 1) Contractor's risk assessment profiles collected by Community Services Specialist staff; 2) the risk assessment profiles compiled by the San Mateo County AIDS Program to determine multiple risk factors leading to HIV; 3) intake surveys collected as part of the Tier One evaluation; 4) surveys

used in Contractor's Community Justice Initiative to assess the client population's criminal justice involvement. This before-treatment assessment will provide data about risk-taking behaviors, criminal justice involvement, employment, income, welfare dependence, and family stability. This data will provide a basis for comparison with post-treatment and community outcomes of the proposed three-year targeted treatment expansion grant.

3. The primary tool for evaluating the success of the CSAT capacity expansion grant project, will be a survey Dr. Bowser designed for a pilot evaluation study funded by the Packard Foundation to assess the effectiveness of Contractor's community-based model of treatment on its client population and the broad impact of its services on the City of East Palo Alto. The evaluation interview survey for the CSAT project will include additional questions specific to the target objectives of this project to reduce the spread of HIV by reducing risk-taking behavior and to reduce the cycle of addiction and incarceration in the City of East Palo Alto.
4. Tier Two - Part One: compile a complete list of former participants in Contractor's expanded capacity treatment programs who participated in a program for a minimum of 30 days. One-fifth (1:5) of the names (N=100) will be drawn at random, recruited by Contractor's outreach staff, and interviewed by an evaluation interviewer trained by the principal investigator. The 45 minute interview is extensive and covers multiple issues related to the history of use, HIV risk-taking behavior, arrest and incarceration, impact on the family as well as questions about their experience in treatment - benefits, problems. The interview then moves on to ask the participant about current behavior and motivation for sustained change or relapses. Each participant will receive a nominal incentive of \$20 to encourage participation; these funds will be raised through private contributions.
5. Tier Two - Part Two: assess the broader community-wide impact of Contractor's treatment programs. The evaluator will select residential face blocks in neighborhoods of East Palo Alto where more high risk individuals, characterized by low income and greater likelihood of substance abuse, typically live. Once these blocks are identified, interviewers will randomly select 100 residents by household to recruit a broad community sample. In a 30 minute interview in their home, the resident will be asked questions regarding community morale and perception. For example: Is the community improving or continuing to decline? What are their experiences with drug abuse and people in recovery, and their impression of Contractor.

- C. **Data Analysis:** the data will be analyzed on a semi-annual basis, or as required by CSAT. The CADDSS data will be analyzed to determine the numbers of clients served through the CSAT expanded treatment program, including their demographics (sex, age, race/ethnicity), primary, secondary, and tertiary drugs of abuse, modalities of service received, number of service units received, and status at discharge. The CADDSS, intake and exit surveys, and the independent evaluation surveys, will be analyzed to determine outcomes as rates of improvement in the domains of alcohol and drug use, physical and mental health, employment status, family functioning, and reductions in HIV risk-taking behavior and rates of arrest/incarceration.
- D. **CSAT Alcohol and Drug Treatment Expansion Evaluation Hours of Staff Availability:**
Contractor will provide **seventy five (75)** hours of staff availability dedicated to CSAT alcohol and drug treatment expansion evaluation including face-to-face contacts, preparation time, and record keeping time.
- E. **CSAT Alcohol and Drug Treatment Expansion Evaluation Rates of Payment:**
Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into three (3) monthly payments. In full consideration of CSAT alcohol and drug treatment expansion evaluation services provided by Contractor pursuant to this Agreement:
1. County shall pay Contractor **ONE THOUSAND THREE HUNDRED FORTY SEVEN DOLLARS AND THIRTY-THREE CENTS (\$1,347.33)** per month, not to exceed a maximum contract obligation of **FOUR THOUSAND FORTY-TWO DOLLARS (\$4,042)** for the period **July 1, 2001 through September 29, 2001.**

EXHIBIT B

**State Negotiated Net Amount (NNA) Funded Alcohol and Drug
Prevention Services and Payments
FREE AT LAST
July 1, 2001 through June 30, 2002**

Contractor will provide the following NNA-funded alcohol and drug prevention services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide the following services:

I. NNA-FUNDED NEIGHBORHOOD RECOVERY CENTER (NRC) PREVENTION SERVICES:

- A. Contractor will support community-based alcohol and drug recovery through the development and maintenance of a Neighborhood Recovery Center (NRC) which will provide: an alcohol- and drug-free drop-in environment, and community-based prevention and social model recovery support services. Contractor will provide the following NRC services:
1. Provide a supportive alcohol- and drug-free drop-in center, open seven (7) days per week for a minimum of ten (10) hours per day, including holidays.
 2. Provide five thousand (5,000) drop-in contacts during the term of the agreement. Interact with five hundred (500) adults and one hundred (100) young people (unduplicated count).
 3. Inform the community of positive, drug-free activities through six (6) public service announcements, three (3) newspaper articles, two (2) presentations on cable access and ten (10) presentations at community functions.
 4. Provide assessment and referral services at the NRC. Have these services available forty (40) hours per week.
 5. Provide two (2) vocational sessions and ten (10) life skills sessions to promote alternatives to drug use.
 6. Make space available four (4) days per week for other positive community groups to hold activities at the NRC for a minimum charge.
 7. Hold twelve (12) clean and sober social events for the community.

B. NRC Alcohol and Drug Prevention Hours of Staff Availability:
Provide one thousand five hundred sixty (1,560) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time.

C. NRC Alcohol and Drug Prevention Rates of Payment:
Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into twelve (12) monthly payments. In full consideration of the NRC alcohol and drug prevention services provided by Contractor:

1. County shall pay Contractor FOUR THOUSAND TWO HUNDRED NINETY-EIGHT DOLLARS AND TWENTY-FIVE CENTS (\$4,298.25) per month, not to exceed a maximum contract obligation of FIFTY ONE THOUSAND FIVE HUNDRED SEVENTY-NINE DOLLARS (\$51,579) for the term of the Agreement.

II. **NNA-FUNDED YOUTH OUTREACH SERVICES:**

Contractor will provide the following NNA-funded youth outreach services:

A. Contractor's Youth Outreach worker will provide outreach to youth in the East Palo Alto and East Menlo Park area, who are experimenting with alcohol and/or drugs, to increase their awareness of risk for developing addiction and HIV infection. The Youth Outreach worker will also provide information regarding risk reduction and available resources. NNA-funded Youth Outreach Services will include:

1. Contact a total of five hundred (500) young people ages twelve (12) to twenty five (25), targeting youth in risk settings, out of school, on the streets and local night spots.
2. Make a total of three thousand one hundred twenty (3,120) outreach contacts with youth.
 - a. Make a minimum of fifteen (15) point-of-risk outreach contacts per day for a minimum of four (4) days per week. Provide information about risk reduction, prevention, substance abuse services and HIV testing sites. Provide on-the spot referrals to alternative youth programs, medical, treatment, or social services for special needs (such as Prenatal Advantage for pregnant East Palo Alto teens).
 - b. Conduct follow up with any client who returns for their test results at the test site when test results are positive for HIV infection. Help to coordinate appropriate health referral and/or link substance users

to treatment programs.

- c. Coordinate special youth outreach to recruit adolescents ages twelve (12) to eighteen (18) for STD/HIV testing and to provide risk reduction information.

B. NNA Youth Outreach Prevention Hours of Staff Availability:

Provide three thousand one hundred ninety (3,190) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time.

C. NNA Youth Outreach Prevention Rates of Payment:

Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into twelve (12) monthly payments. In full consideration of the NNA Youth Outreach prevention services provided by Contractor:

1. County shall pay Contractor THREE THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND SIXTY-SEVEN CENTS (\$3,820.67) per month, not to exceed a maximum contract obligation of FORTY FIVE THOUSAND EIGHT HUNDRED FORTY-EIGHT DOLLARS (\$45,848) for the term of the Agreement.

III. Planning Process for Prevention Services

Contractor will participate in a planning process, to be initiated and facilitated by Human Services Agency staff, to design a coordinated multi-disciplinary approach to providing prevention services. Participation may include but is not limited to the following:

1. **Collecting and sharing information about the level and quality of services Contractor provides.**
2. **Attending planning meetings pertaining to design of the Human Services Agency's prevention services delivery system.**
3. **Participating in efforts to form linkages with other service providers, collaboratives and/or Family Resource Centers.**

EXHIBIT C
Outcome Based Management and Budgeting Responsibilities
FREE AT LAST

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; and
- E. Participating in a review of performance and outcome information;
- F. Comply 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.

Darice Tillery
Name of 504 Person - Type or Print

Free at last: Community Recovery & Rehabilitation
Name of Contractor(s) - Type or Print Street Address or P.O. Box

790 Bay Road, East Palo Alto, Ca. 94303
City State Zip Code

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

7-12-01 [Signature]
Date 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

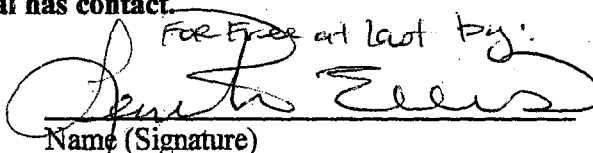
Agreement with

Free at Last: Community Recovery & Rehabili
Name of Contractor

for

Alcohol and Drug Treatment and Prevention
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.
- 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.

For Free at Last by:


Name (Signature)

CEO

Title

July 11, 2001

Date

ATTACHMENT 3
HIV/AIDS Services

July 1, 2001 through June 30, 2002

- I. Contractor will provide the following HIV/AIDS services 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 Contractor's 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

FREE AT LAST

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 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.**

ATTACHMENT 5
Monitoring Procedures
FREE AT LAST
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.**

C. Reporting Requirements for Alcohol and Drug Prevention Services:

1. Submit to County monthly activity report for prevention services describing actual delivery of services provided, and the monthly demographic report. Submit report within ten (10) calendar days after the end of each month.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining **expenses 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**.
3. 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 level. Submit **quarterly narrative reports by the end of the month following each quarter**.
4. **Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Manager or her designee.**
5. Submit to County annual Prevention Activities Data System (PADS) report. Submit the PADS to the County no later than **June 30, 2002**.
6. Participate in, and cooperate with policies and procedures established for the timely submissions of the Prevention Activities Data System (PADS), and other reports, as specified in this Attachment.

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 FREE AT LAST 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. Monthly Alcohol and Drug Prevention Providers's meetings.
 - 3. **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 the 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. ADMINISTRATIVE REQUIREMENTS FOR PREVENTION PROGRAMS:

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to, the following:
 1. Sign-in sheets
 2. Activity logs
- B. Documentation of referral criteria, evaluation materials, and reports **pertaining to program activities.**
- C. All documentation necessary to report on progress toward outcome objectives of services specified in Attachment 5.
- D. Other documentation and statistical information as determined by the Alcohol and Drug Services Manager in consultation with Contractor.
- E. **Administer alcohol and drug prevention program surveys as directed by the Alcohol and Drug Services Manager or her designee.**

IV. 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 co-occurring disorders**
 - 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 “dual diagnosis” individuals 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.

V. 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, Contractor shall promptly refund to County, upon County's request, the amount to be withheld, or 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.

- 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) calendar 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.

VI. 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.

Attach6.wp

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Free at Last: Recovery & Rehabilitation
 Contact Person: Lenita Ellis
 Address: 17910 Bay Road
East Palo Alto, Ca. 94303
 Phone Number: 650-462-6999 Fax Number: 650-462-1055

II Employees

Does the Contractor have any employees? Yes ___ No
 Does the Contractor provide benefits to spouses of employees? Yes ___ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

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

Executed this 15th day of May, 2001 at East Palo Alto, California.
 (City) (State)

[Signature]
 Signature

Lenita Ellis
 Name (Please Print)

Chief Executive Officer
 Title

943193317
 Contractor Tax Identification Number

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/10/01

PRODUCER
Gallagher Heffernan Insurance
Brokers, Inc. - CA Lic.#0726293
One Market Spear Twr Ste 200
San Francisco, CA 94105

INSURED
Free At Last Community Recovery & Reha
1796 Bay Road
East Palo Alto, CA 94303

THIS 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

INSURER A: American Automobile Insurance Company
INSURER B: Connecticut Indemnity Company
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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	MZG80762820	07/01/00	09/01/01	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive Other Car	MZG80762820	07/01/00	09/01/01	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY - AGG \$
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTHER	ECF108140	07/01/01	07/01/02	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
The County Of San Mateo, Its' Officers, Agents, Employees And Legal Representatives Are Included As Additional Insureds
RE: Named-Insured Use/Lease Of The Following Dwellings & Locations For Their Program Operations: (1) California House, 1560 California Street, (See Attached Descriptions)

CERTIFICATE HOLDER County Of San Mateo Human Services Agency 262 Harbor Blvd. Belmont, CA 94002-5008	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION Ten Day Notice for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE <i>Jim Dore</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Mt. View, CA., (2) Fernando House, 325 Fernando Avenue, Palo Alto, CA., (3)
Margarita House, 442 Margarita Avenue, Palo Alto, CA