



**AN AGREEMENT BETWEEN**  
**COUNTY OF SAN MATEO**  
**AND**  
**DAYTOP VILLAGE, INC.**

**For the Period of**

*May 1, 2002 through June 30, 2002*

Agency Contact:  
*Jane Marks*  
*Human Services Analyst*  
*(650) 802-6418*

**AGREEMENT WITH  
DAYTOP VILLAGE, INC.  
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and DAYTOP VILLAGE, INC., hereinafter called "Contractor";

**W I T N E S S E T H:**

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/ Agency thereof; and

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

The following Exhibits and Attachments are attached hereto and incorporated by reference therein.

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

1. **Exhibits and Attachments**

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/  
Proposition 36 Alcohol and Drug Treatment Services and Rates of  
Payment for Those Services

Exhibit B: 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 set forth in the Exhibits and Attachments herein, Contractor shall perform fee-for-service based alcohol and drug treatment services as set forth in the Exhibits and Attachments, attached and incorporated by reference.

3. Payments

A. Services For Which Payments Are Made Under This Agreement

1. Payments made under this Agreement are intended to pay Contractor for services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves.

2. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for services. Client fees, as specified in the Agreement and the Exhibits and Attachments hereto, will offset the total cost of Contractor's services.

B. Maximum Amount.

In full consideration of Contractor's performance of the services described in each Exhibit, the aggregate amount that County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

- 1) ONE MILLION THREE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED THIRTEEN DOLLARS (\$1,343,913) for SACPA/ Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.
- 2) ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS (\$149,179) for SB223 drug testing services described in Exhibit A for the contract term.

C. Rate of Payment

The rates and terms of payment shall be specified in each Exhibit and Attachment 4. 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.B. above. Each payment shall be conditioned on the satisfactory performance of the services described in each Exhibit to the full satisfaction of the Director of Human Services or her representative.

D. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County for payment in accordance with the provisions of each Exhibit and Attachment 4. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

E. 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.

F. Program Budget

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

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

4. Relationship of Parties

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

5. Hold Harmless

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging, or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees and servants, resulting from the performance of any work required of Contractor or payments made pursuant to the Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. Insurance

A. Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency or any pending change in the limits of liability or of any cancellation or modification of the policy.

1) Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

2) Liability Insurance

Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her/it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself/itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include: (a) Comprehensive General Liability.....\$1,000,000  
(b) Automobile Liability.....\$1,000,000  
(c) Professional Liability.....\$1,000,000

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. **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.

E. **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. 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 or 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. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

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

**9. 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.

**10. 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.

**11. 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.

**12. Entire Agreement**

A. 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.

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

**13. 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 Blvd., Bldg. C  
 Belmont CA 94002
  
- (2) In the case of Contractor, to:  
 Daytop Village, Inc.  
 631 Woodside Road  
 Redwood City CA 94061

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.

14. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from May 1, 2002, 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: \_\_\_\_\_  
 Jerry Hill, President  
 Board of Supervisors, County of San Mateo  
 Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
 Clerk of Said Board  
 Date: \_\_\_\_\_

DAYTOP VILLAGE, INC.  
*Deville L. Roche*, Executive Director  
 \_\_\_\_\_  
 Name, Title - Print  
*Deville L. Roche*  
 \_\_\_\_\_  
 Signature  
 Date: 4/19/02

**EXHIBIT A**

**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 Funded  
Alcohol and Drug Treatment Services**

**DAYTOP VILLAGE, INC.**

**May 1, 2002 through June 30, 2002**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. Contractor will comply with Title 9, Division 4, Chapter 2.5 of the California Code of Regulations, and OMB Circulars A-87 and A-122. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

Contractor will admit individuals, hereinafter referred to as “program participants”, referred by SACPA/Proposition 36 Team to these services. The length of treatment will vary according to the specific need of each program participant. Contractor will provide the following services at mutually agreed upon location(s) in San Mateo County to individuals who are deemed eligible for SACPA/Proposition 36 funded services:

**I. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES:**

**A. SACPA/Proposition 36 Start-up Activities:**

Contractor’s start-up activities and expenses will comply with the Office of Management and Budget (OMB) Circular A-122, “Cost Principles for Non-Profit Organizations”. Start-up activities and expenses will be in accordance with Contractor’s approved start-up budget. Contractor will provide the following start-up activities necessary to provide SACPA/ Proposition 36 funded services:

1. Recruit, hire and train appropriate staff to supervise, coordinate and provide the SACPA/ Proposition 36 treatment services.
2. Purchase equipment and furnishings necessary to support the SACPA/Proposition 36 treatment services.
3. Secure, and prepare for service, facility necessary to provide SACPA/Proposition 36 treatment services.

**B. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services:**

Contractor’s basic outpatient alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of

Substance-Related Disorders. Contractor's basic outpatient services will be made available in the evenings, and will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), relapse prevention, aftercare planning, urine screening, follow-up at 3-months and 9-months for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic outpatient services will include a minimum of 2 individual and 6 group counseling sessions per month, per program participant (e.g., monthly treatment episode).
3. Curriculum will include: treatment planning, family counseling, didactic and experiential learning, substance abuse education, denial, problem solving, family dysfunction, criminal thinking, the disease model of addiction, co-dependency, the effects of addiction on families, relapse and recovery, cravings and abstinence, and introduction to 12-step models of Alcoholic Anonymous (AA) and Narcotics Anonymous (NA).
4. Access to ancillary services which may include: transportation, family counseling, domestic violence counseling, GED classes, literacy assistance, HIV/AIDS testing and education, health/mental health care, and supportive educational training, and 12-step groups.

C. SACPA/Proposition 36 Intensive Outpatient Alcohol and Drug Treatment Services:

Contractor's basic intensive outpatient alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor's basic intensive outpatient services will be made available in the evenings, and will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), relapse prevention, aftercare planning, urine screening, follow-up at 3-months and 9-months for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic intensive outpatient services will include a minimum of 4 individual and 6 groups counseling sessions per month, per program participant (e.g., monthly treatment episode).

3. Curriculum will include: treatment planning, individual and group counseling, didactic and experiential learning, substance abuse education, denial, family dysfunction, criminal thinking, the disease model of addiction, co-dependency, the effects of addiction on families, relapse and recovery, cravings and abstinence, and introduction to 12-step models of AA and NA.
  - a. Enhanced services will include up to 5 couple group sessions.
  - b. Psychiatric services may be made available on a limited basis. Program participants with co-occurring substance abuse disorders will receive 2-3 individual psychiatric sessions per month.
4. Access to ancillary services which may including: transportation, family counseling, domestic violence counseling, GED classes, literacy assistance, HIV/AIDS testing and education, health/mental health care, and supportive educational training, and 12-step groups.

D. SACPA/Proposition 36 Alcohol and Drug Day Treatment Services:

Contractor's basic alcohol and drug day treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor's basic day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, urine screening, follow-up at 3-months and 9-months for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic day treatment services will include a minimum of 2 individual and 12 groups counseling sessions per month, per program participant (e.g., monthly treatment episode), transportation to and from Contractor's facility if needed.
3. Curriculum will include: treatment planning, individual and group counseling, didactic and experiential learning, substance abuse education, denial, family dysfunction, criminal thinking, the disease model of addiction, co-dependency, the effects of addiction on families, relapse and recovery, cravings and abstinence, and introduction to 12-step models of AA and NA.

4. Access to ancillary services which may include: transportation, legal support, HIV/AIDS testing and education, health and mental health care, literacy assistance and supportive educational training, and job search.

E. SACPA/Proposition 36 Residential Alcohol and Drug Treatment Services:

Contractor's basic residential alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor's services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, food, shelter and other basic needs, clinical/case management, addiction education and intervention, relapse prevention and aftercare planning, urine screening, follow-up at 3 months and 9 months for each program participant, and follow-up with Probation/ Parole as required.
2. A structured 6 to 12 month program including group and individual counseling to address recovery issues including: drug/alcohol use history, behavioral therapy, co-occurring disorders, family history, relationships, anti-social and/or criminal thinking and behavior, legal issues, social skills, education and vocational needs, on-site family services and psychopharmacological interventions.
3. Access to ancillary support services may include: legal support, "12-step" meetings, HIV/AIDS testing and education, family counseling, literacy assistance and supportive educational and vocational training, job search, and medical/mental health assessments to those program participants identified as having co-occurring disorders.

II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS:

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a SACPA/ Proposition 36 program participant needs to be transferred during the course of their care to a

different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.

- C. All payments under this Agreement must directly support services specified in this Agreement.

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES:**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION THREE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED THIRTEEN DOLLARS (\$1,343,913). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

A. Start-up Payment Rates:

Of the \$1,343,913, County shall pay this Contractor a maximum of FIFTY-EIGHT THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS (\$58,975) for start-up costs for the SACPA/Proposition 36 services in accordance with the approved start-up budget, for the start-up activities outlined above. Payment shall be based on actual costs and shall be made upon approval of this agreement and review and approval of itemized statement including receipts for start-up costs, by the Alcohol and Drug Services Manager, or her designee.

B. SACPA/Proposition 36 Funded Alcohol and Drug Treatment Service Payment Rates:

County shall pay Contractor at the rate of:

1. \$40.00 per staff hour for outpatient treatment services;
2. \$52.00 per staff hour for intensive outpatient treatment services;
3. \$49.00 per treatment day provided for day treatment services, per individual served;
4. \$100.00 per bed day provided, per individual served, for residential services;

- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these SACPA/Proposition 36 alcohol and drug treatment services. A separate billing will be submitted for each of the modalities described hereinabove.
- D. Contractor's monthly itemized bill will include the following:
  - 1. Name of program participant receiving SACPA/Proposition 36 funded services, modality (outpatient, intensive outpatient, day treatment, intensive day treatment, and/or residential) and the name of the referring SACPA/Proposition 36 team member.
  - 2. Dates services were provided, and the number of units of service (treatment visit days for day treatment), bed days (for residential), individual counseling hours, and group counseling hours (for outpatient and intensive outpatient) provided for each modality, broken down by program participant.
  - 3. Number of staff hours provided by modality, each month, with the exception of residential treatment services.
  - 4. Total amount of the bill for each month, for each modality.
  - 5. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**IV. PAYMENT DEFINITIONS BY MODALITY:**

- A. Outpatient and intensive outpatient services to be billed by staff hours. Staff hours are defined as available staff hours.
- B. Day treatment services to be billed by visit days which includes all services under day treatment, hereinabove, and in addition will include light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation).
- C. Residential services to be billed as one bed day (24 hours of service) including food, shelter and other basic needs.

**V. DRUG TESTING:**

Effective May 1, 2002 Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. Services must be



provided in accordance with the requirements of Division 10.9 of the Health and Safety Code for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/Proposition 36 services.

A. Drug testing methods:

Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but not be limited to, a urine test, a blood test, saliva test, and breath alcohol test.

B. Guidelines for drug testing:

1. Drug testing must be used as a treatment tool.
2. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
3. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
4. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
5. A single drug test shall not be the sole basis for:
  - 1) determining unamenability to treatment, or
  - 2) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
6. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

C. SB223 Funded Drug Testing Services Payment Rates:

In full consideration of the SB223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS (\$149,179). County shall pay Contractor in the manner described below:

1. County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test and related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include the following:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff available hours provided for each month.
  - c) Total amount of the bill for testing services for each month.
3. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

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**EXHIBIT B**  
**Outcome Based Management and Budgeting Responsibilities**  
**DAYTOP VILLAGE, INC.**  
**May 1, 2002 through June 30, 2002**

**I. Contractor's Responsibilities:**

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

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

**II. 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.

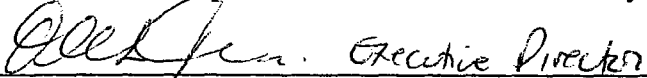
The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. 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.

<u>Orville Roache</u>		
Name of 504 Person	-	Type or Print
<hr/>		
Name of Contractor(s)	-	Street Address or P.O. Box
Redwood City	CA	631 Woodside Rd
City	State	94061
		Zip Code

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

<u>4-25-02</u>	<u> Executive Director</u>
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 CERTIFICATION FORM**

Agreement with

DAYTOP VILLAGE, INC.

Name of Contractor

for

Alcohol and Drug Treatment Services  
Services

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



Name (Signature)



Title

4-25-02

Date

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**DAYTOP VILLAGE, INC.**  
**May 1, 2002 through June 30, 2002**

- I. Contractor will provide the following HIV/AIDS services which are part of all Contractors' basic alcohol and drug treatment program(s):
- A. Contractor's Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Program, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Manager.
  - B. Contractor's staff will attend a minimum of two (2) hours of HIV update training specifically designed for counselors in alcohol and drug recovery programs. This requirement may be met by attendance at the San Mateo County AIDS Program in-service for alcohol and drug treatment staff, or equivalent training approved by the Alcohol and Drug Services Manager. Seventy-five percent (75%) of 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**  
**DAYTOP VILLAGE, INC.**  
**May 1, 2002 through June 30, 2002**

**I. PAYMENTS:**

- A. 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.F. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.
- B. County will pay Contractor upon Contractor's timely submission of satisfactorily completed documents, as follows:
1. Annual budget proposal
  2. Cost allocation plan
  3. Participant fee schedule
  4. California Alcohol and Drug Data System (CADDS) participant records, and/or Prevention Activities Data System (PADS) as appropriate by program modality
  5. Quarterly revenue, expenditure and units of service reports
  6. Monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality
  7. Monthly units of service/activity and demographics reports, as appropriate by program modality
  8. Monthly report on number of staff hours provided (for services other than residential)
  9. Quarterly narrative report
  10. Outcome objectives data/report

11. Final/year-end cost report
  12. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up
  13. Capacity/utilization report to the State
  14. Invoices in accordance with the County billing format
- C. 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.
- D. 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, and/or fails to submit timely satisfactorily completed documents and reports, including, but not limited to those outlined in Section I.B. hereinabove. 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..
1. County will give thirty (30) days' prior written notice to Contractor of County's intent to withhold payment.
  2. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately upon County's written notice with justification to Contractor.
- E. 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:
1. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
  2. 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.
- F. Services provided in excess of the maximum financial obligation of County will be solely at Contractor's risk and financial responsibility.

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## ATTACHMENT 5

### **Monitoring Procedures DAYTOP VILLAGE, INC. May 1, 2002 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 herein. 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 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.
  5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addendums thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

#### **II. COUNTY'S RESPONSIBILITIES:**

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to, the following:

1. Monthly reports.
  2. Financial reports such as annual budgets, cost allocation plans, and cost reports.
  3. Quarterly Expenses, Revenues and Units of Service reports.
  4. Quarterly narrative reports.
  5. Outcome data/reports.
  6. Other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the express 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 herein.
    - 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 provision, 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**  
**DAYTOP VILLAGE, INC.**  
**May 1, 2002 through June 30, 2002**

**I. GENERAL ADMINISTRATIVE REQUIREMENTS:**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Treatment Provider's meetings.
  - 2. Other meetings as required by the County.
  
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
  
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 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 twelve (12) 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
- 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' fees are commensurate with their ability to pay for services. The sliding fee scale will ensure services for those clients who are not able to pay. These documents and any amendments thereto will be submitted to Alcohol and Drug Services Manager or her designee for approval within thirty (30) days of the execution of this Agreement.
1. The approved client fee schedule submitted to Alcohol and Drug Services is the fee schedule that must be utilized for all clients being served in slots supported by this Agreement. All written and verbal communications regarding fees must be consistent with this approved client fee schedule. It

is not appropriate to negotiate for the purpose of referrals or other reasons, by indicating the fee can be waived or reduced. If a program wants to alter its approved fee schedule, it must submit a new fee schedule to the Alcohol and Drug Services Manager or her designee for review and approval.

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

**III. PROGRAM CERTIFICATION:**

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

**A. Program Requirements:**

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

**B. Underserved Populations Requirements:**

- 1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
  - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs and/or alcohol- and drug-related materials in order to meet the needs of the people in the community(ies) served by Contractor.
  - b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.

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

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

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

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

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

D. Administrative Requirements:

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

E. Facility Requirements:

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



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

F. Governance and Operational Requirements:

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

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

- i. A policy statement on smoking in program facilities and during program activities.
  - j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
  - k. A policy statement on prevention of violence in the workplace.
- G. Conflict of Interest Requirements:
- 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
  - 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
  - 3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
    - a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
      - 1) Any member of Contractor's governing board.
      - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
      - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
    - b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.

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

**IV. FISCAL CERTIFICATIONS:**

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

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

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

- E. Contractors providing SACPA/Proposition 36 services will comply with Sections 9530(f), 9530(k)(2), and 9532(b)(1) of Title 9, of the California Code of Regulations, and OMB Circulars A-87 and A-122.
- F. 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.
- G. Contractor will spend no contract funds on fundraising.
- H. Contractor will notify County upon Contractor's program's receipt of any annual donation valued at TWO THOUSAND DOLLARS (\$2,000) or more.

V. **UNUSUAL INCIDENTS POLICY:**

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

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

ATTACHMENT 7

**COUNTY OF SAN MATEO  
Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: Daytop Village, INC  
Contact Person: Orville Roache  
Address: 631 Woodside Rd  
Redwood City, CA 94061  
Phone Number: 650-364-7988 Fax Number: 650-364-7987

**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 25 day of April, 2002 at Redwood City  
(City)

[Signature]  
Signature

Orville Roache  
Name (Please print)

Executive Director  
Title

22-2523521  
Contractor Tax Identification Number

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: June 6, 2001

TO: Priscilla Harris-Morse, Risk Manager  
FROM: Jane Marks, Alcohol and Drug Services  
Fax: 802-6440; Phone: 802-6418; Pony: HSA202PE  
SUBJECT: Contract Insurance Approval

CONTRACTOR: Daytop Village, Inc.

DOES CONTRACTOR TRAVEL? IF YES, WHAT PERCENT OF CONTRACTED Yes  
TIME?

DUTIES:  
Provides residential alcohol and drug treatment services to adults and adolescents.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <input checked="" type="checkbox"/> Additional Insured	<u>\$3M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>\$3M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation <input type="checkbox"/> No employees	<u>Statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remarks/Comments:

Daytop Village also rents property from the County of San Mateo. I am attaching a copy of the insurance requirements from their current contract for your information and review. Please make changes to the contract language as necessary.

Signature:

*Priscilla Morse*

Risk Management

*V. Home  
gpm*

*Pls. note the  
language  
change*



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/15/2001

PRODUCER (408)985-7171 FAX (408)241-5669  
 Stateco Insurance Services  
 350 S. Saratoga Avenue  
 San Jose, CA 95129

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

INSURED Daytop Village, Inc.,  
 Daytop Village Foundation Incorporated  
 54 West 40th Street 6th Floor  
 New York, NY 10018-0000

INSURER A: Legion Insurance Company  
 INSURER B: Wausau  
 INSURER C: National Union  
 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	CP21208726	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Abuse/Molestation				GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	CP21208726	07/01/2001	07/01/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY	UM21208727	07/01/2001	07/01/2002	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$ 30,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$ 30,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	081202006252	03/20/2001	03/20/2002	WC STATUTORY LIMITS TOTAL \$
					EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER Blanket Real Property & Pers. Prop/Equipment	CP21208726	07/01/2001	07/01/2002	Blanket Limit: \$84,258,637
		4688990	07/01/2001	07/01/2002	Fiduciary Limit: \$3,500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Certificate Holder is named as Additional Insured

Ten (10) Days notice of Cancellation for Non-payment of Premium.

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION

County of San Mateo  
 Alcohol & Drug Services  
 400 Harbor Blvd.  
 Belmont, CA 94007

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

## 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.