



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

***ASIAN AMERICAN RECOVERY SERVICES***

**For the Period of**

***July 1, 2002 through June 30, 2003***

Agency Contact:

***Jane Marks***

***Human Services Analyst***

***(650) 802-6418***

**FEE-FOR-SERVICE AGREEMENT WITH  
ASIAN AMERICAN RECOVERY SERVICES  
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, ASIAN AMERICAN RECOVERY SERVICES, hereinafter called "Contractor";

**WITNESSETH:**

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

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

**1. Exhibits and Attachments**

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

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit C: Outcome Based Management (OBM) 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

Attachment 8: Additional State Negotiated Net Amount (NNA) Requirements



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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachment 4 herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date

Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.

G. Treatment Services For Which Payment is Made Under This Agreement

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of 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) damages 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 the Human Services Agency 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 of 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 Ordinance 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above 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 applicant 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 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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, 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

**B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

A. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2002, through June 30, 2003.

B. This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
Asian American Recovery Services  
6181 Mission Street  
Daly City, CA 94014

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:

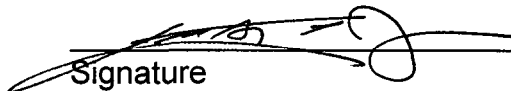
\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

ASIAN AMERICAN RECOVERY SERVICES

Leonardo A. Tacata, Jr. - Associate Director

\_\_\_\_\_  
Name, Title - Print

\_\_\_\_\_  
Signature

Date: September 3, 2002

Contractor's Tax I.D. # 94-3007538

**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**and SB 223 Funded Alcohol and Drug Treatment Services**  
**ASIAN AMERICAN RECOVERY SERVICES**  
**July 1, 2002 through June 30, 2003**

These alcohol and drug treatment and drug testing services, funded through State Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 funds, are 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, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. Contractor's SACPA/ Proposition 36 funded 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 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", who are referred by the 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". Contractor will provide the following start-up activities necessary to provide SACPA/Proposition 36 funded services, in accordance with Contractor's approved start-up budget.

1. Purchase appropriate furnishings for group set-up including carpeting for counseling areas, chairs, and other necessary furnishings, lockable storage cabinets, computer workstation, and filing cabinet.
2. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.

- B. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services  
Contractor's basic outpatient services will also be culturally and language appropriate for individuals who are Filipino or Pacific Islander. Contractor's basic outpatient services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, recovery planning, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/ Parole as required.
2. Contractor's basic outpatient treatment plan will include a minimum of 6 months of treatment, including 4 individual counseling and 8 group counseling sessions per month, per program participant.
3. Curriculum will include: workshops on topics such as drug and alcohol education, parenting skills, and health issues; relapse prevention therapy groups, referrals to community resources, home visits, family assessment and service referrals.
4. Access to ancillary services which may include: legal support, vocational and job training, HIV/AIDS testing and education, health/mental health care, ESL/GED literacy assistance and supportive education, job search, Healthy Start programs, and recreational, family and community activities.
5. Aftercare planning and services will be provided for 6 months following completion of treatment program. Aftercare services will include: two hours of relapse prevention services each month including: on-going program activities and support groups, home visits and referral to follow-up programs.

- C. SACPA/Proposition 36 Intensive Outpatient Alcohol and Drug Treatment Services  
Contractor's basic intensive outpatient services will also be culturally and language appropriate for individuals who are Filipino or Pacific Islander. Contractor's basic intensive outpatient services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, recovery planning, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/ Parole as required.
2. Contractor's basic intensive outpatient treatment plan will include a minimum of 6 months of treatment, including 4 individual counseling and 12 group counseling sessions per month, per program participant.

3. Curriculum will include: workshops on topics such as drug and alcohol education, parenting skills and health issues, relapse prevention therapy groups, referral to community resources, home visits, family assessment and service referrals.
4. Access to ancillary services which may include: legal support, vocational and job training, HIV/AIDS testing and education, health/mental health care, ESL/GED literacy assistance and supportive education, job search, Healthy Start programs, and recreational, family and community activities.
5. Aftercare planning and services will be provided for 6 months following completion of treatment program. Aftercare services will include: two hours of relapse prevention services each month including: on-going program activities and support groups, home visits and referral to appropriate follow-up programs.

## **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 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 treatment 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 Services 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 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 ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor:

A. Start-up Payment Rates

From these funds County shall pay this Contractor an advanced payment of FIFTEEN THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS (\$15,344) for outpatient alcohol and drug treatment services start-up costs for the SACPA/ Proposition 36 services in accordance with the approved start-up budget, for start-up activities outlined above. Contractor's start-up activities will comply with Section III.A. 1. of Attachment 6. Payment shall be based on estimate of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and costs will be made upon submission of receipts by Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/ Proposition 36 start-up funds exceed FIFTEEN THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS (\$15,344).

B. Treatment Service Rates

County shall pay Contractor at the rate of: \$45.10 per available staff hour for outpatient and intensive outpatient alcohol and drug treatment services.

C. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services.

D. Contractor's monthly itemized bill will include:

1. Name of program participants receiving SACPA/Proposition 36 funded services, modality (outpatient or intensive outpatient), and name of referring SACPA/Proposition 36 team member for each program participant.
2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and modality.
3. Number of group counseling hours provided, by program participant, by modality.
4. Number of staff hours for alcohol and drug treatment services, by modality.

5. Total amount of the bill for each month, by modality.
6. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) 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. SB 223 FUNDED DRUG TESTING**

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. SB 223 services must be provided in accordance with California Health and Safety Code requirements 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 are not 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:
  - a) determining unamenability to treatment, or
  - b) 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. SB 223 Drug Testing Payment Rates

In full consideration of the SB 223 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 FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor as follows:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.
  - c) Total amount of the bill for SB 223 drug testing services for each month.
3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) 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.



**EXHIBIT B**  
**Drug Court Alcohol and Drug Treatment Services and Payments**  
**ASIAN AMERICAN RECOVERY SERVICES**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court alcohol and drug treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's Drug Court 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 will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants", who are referred by San Mateo County Drug Court Teams to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team.

**A. CDCI Funded Drug Court Nonresidential Alcohol and Drug Treatment Services**

Contractor's basic CDCI nonresidential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, aftercare planning, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

**II. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A.** Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team), and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.

- B. Reimbursements will not be approved for any program participant treated who was not part of the Drug Court formal referral process as evidenced by the referral form which must be signed by an Alcohol and Drug Social Worker and the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If during the course of his/her care a Drug Court program participant needs to be transferred 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 Services Social Worker.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

### **III. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court 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:

- A. ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for CDCI funded treatment services.
- B. From these funds County shall pay Contractor at the rate of: \$27.00 per individual and group counseling hour provided for CDCI funded nonresidential alcohol and drug treatment services.

- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these Drug Court alcohol and drug treatment services.
- D. Contractor's monthly itemized bill will include the following:
  - 1. Name of program participants receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member for each program participant, and funding source (CDCI).
  - 2. Dates services were provided, the number of individual counseling hours provided, broken down by program participant and funding source.
  - 3. Number of group counseling hours provided, broken down by program participant and funding source.
  - 4. Number of staff hours, and funding source.
  - 5. Total amount of the bill for each month, for each funding source.
  - 6. Contractor will submit itemized bill and invoice 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.
  - 7. Nonresidential services will be billed by individual and group counseling hours provided.

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**ASIAN AMERICAN RECOVERY SERVICES**  
**July 1, 2002 through June 30, 2003**

**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. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- 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).

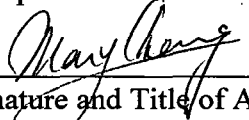
The Contractor(s): (Check a or b)

- 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.

Mary Cheung

Name of 504 Person	-	Type or Print
Asian American Recovery Services, Inc. (Central Offices) 965 Mission Street #325		
<hr/>		
Name of Contractor(s)	-	Type or Print
San Francisco		
City	State	Zip Code
	CA	94103

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

<u>9/3/02</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 COMPLIANCE**

Agreement with

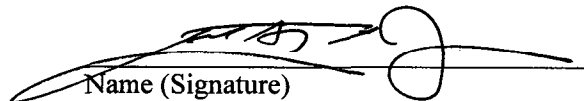
**ASIAN AMERICAN RECOVERY SERVICES**

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 as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 applicant 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 omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.



Name (Signature)

Associate Director  
Title

September 03, 2002  
Date

Revised 7/26/02

attach2.doc

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**ASIAN AMERICAN RECOVERY SERVICES**  
**July 1, 2002 through June 30, 2003**

- 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 program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - 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 Administrator. 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 Administrator, 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 (Fee-For-Service Agreements)**  
**ASIAN AMERICAN RECOVERY SERVICES**  
**July 1, 2002 through June 30, 2003**

**1. Final Settlement Payment**

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 Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**5. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

7. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**ASIAN AMERICAN RECOVERY SERVICES**  
**July 1, 2002 through June 30, 2003**

**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 (10) calendar 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 addenda 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:
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; and
  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:
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; and
  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. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

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.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements) ASIAN AMERICAN RECOVERY SERVICES July 1, 2002 through June 30, 2003**

#### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 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:  
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 the Human Services Agency or her designee. 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. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 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; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), 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 Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for 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 Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

### 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; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive 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; and
    - 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 Administrator, 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 participant's 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 state and federal laws and regulations, including but not limited to the following:

- 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 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 Administrator).
  - 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 than would be paid for equivalent goods or services on the open market.
    - 1) If the Alcohol and Drug Services Administrator, 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.
    - 2) 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. below, 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator 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 shall 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.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and 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 Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to:

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; and
6. serious property damage.

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**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor: Asian American Recovery Services, Inc.  
Contact Person: Mary Cheung  
Address: 965 Mission Street, Suite 325  
San Francisco, CA 94103  
Phone Number: (415) 541-9295 ext 225 Fax Number: (415) 541-9986

**II. Employees**

Does the Contractor have any employees?   x   Yes        No  
Does the Contractor provide benefits to spouses of employees?   x   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   3rd   day of   September  , 2002 at   Daly City, CA    
(City)

 _____ Signature	<u>  Mary Cheung  </u> _____ Name (Please print)
<u>  Director of Human Resources  </u> _____ Title	<u>  94-3007538  </u> _____ Contractor Tax Identification Number

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**ASIAN AMERICAN RECOVERY SERVICES**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:

A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.

B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:

A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
6. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: December 18, 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: Asian American Recovery Services

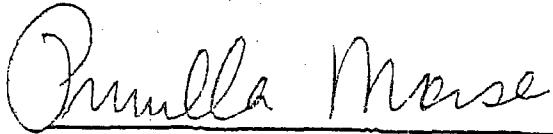
DOES CONTRACTOR TRAVEL? Yes

DUTIES: Provides nonresidential alcohol and drug treatment services.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>X</u> Additional Insured				
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Workers' Compensation	<u>Statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>      </u> No employees				

Remarks/Comments:

Signature:



Risk Management

Insform.wp

# **ASIAN AMERICAN RECOVERY SERVICE** **ADDITIONAL CERTIFICATE OF INSURANCE**

DATE ISSUED

2/15/02

## PRODUCER

ERNEST BLOOMFIELD & ASSOCIATES  
 REHABILITATION & RECOVERY INSURANCE AGENCY, INC.  
 22 BATTERY STREET, SUITE 503  
 SAN FRANCISCO, CA 94111

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.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A PHILADELPHIA INSURANCE COMPANIES

COMPANY  
B STATE COMPENSATION INSURANCE FUND

COMPANY  
C HARTFORD FIRE INSURANCE COMPANY

COMPANY  
D

## INSURED

ASIAN AMERICAN RECOVERY SERVICES INC.  
 965 MISSION STREET, SUITE 325  
 SAN FRANCISCO, CA 94103

## COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PHPK 012 737	09-20-01	09-20-02	GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/PROP AGG \$ 3,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNERS' & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
A	AUTOMOBILE LIABILITY	PHPK 012 737	09-20-01	09-20-02	MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY \$
	<input type="checkbox"/>				EACH ACCIDENT \$
	<input type="checkbox"/>				AGGREGATE \$
	<input type="checkbox"/>				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	1662925-02 EVIDENCE ONLY	01-27-02	01-27-03	<input checked="" type="checkbox"/> STATUTORY LIMITS
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE				EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> INCL				DISEASE - POLICY LIMIT \$ 1,000,000
	<input type="checkbox"/> EXCL				DISEASE - EACH EMPLOYEE \$ 1,000,000
	OTHER				
A	EMPLOYEE DISHONESTY	PHPK 012 737 57 BDD AG254E	09-20-01 01-05-02	09-20-02 01-05-03	\$250,000 - PRIMARY COVERAGE
	C EMPLOYEE DISHONESTY				\$357,000 - EXCESS OF PRIMARY

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

\*SUBJECT TO 10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM, THE CERTIFICATE HOLDER, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR

CITY &amp; COUNTY OF SAN MATEO

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.

AUTHORIZED REPRESENTATIVE

ERNEST BLOOMFIELD



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

***AVALON COUNSELING SERVICES***

**For the Period of**

***July 1, 2002 through June 30, 2003***

**Agency Contact:**

***Jane Marks***

***Human Services Analyst***

***(650) 802-6418***

**FEE-FOR-SERVICE AGREEMENT WITH  
AVALON COUNSELING SERVICES  
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, AVALON COUNSELING SERVICES, hereinafter called "Contractor";

**WITNESSETH:**

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

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

**1. Exhibits and Attachments**

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

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit C: Outcome Based Management (OBM) 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

Attachment 8: Additional State Negotiated Net Amount (NNA) Requirements



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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachment 4 herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date

Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.

G. Treatment Services For Which Payment is Made Under This Agreement

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of 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) damages 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 the Human Services Agency 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 of 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) 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 Ordinance 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above 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 applicant 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 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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, 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

**B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

**A.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2002, through June 30, 2003.

**B.** This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

**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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
Avalon Counseling Services  
611 Veterans Boulevard, Suite 116  
Redwood City, CA 94063

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: \_\_\_\_\_

AVALON COUNSELING SERVICES

LYN SCOTT, EXECUTIVE DIRECTOR  
Name, Title - Print

  
Signature

Date: 9/11/02

Contractor's Tax I.D. # 94-3348957

**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**AVALON COUNSELING SERVICES**  
**July 1, 2002 through June 30, 2003**

These alcohol and drug treatment and drug testing services, funded through State Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 funds, are 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, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. Contractor's SACPA/ Proposition 36 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 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", who are referred by the SACPA/ Proposition 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 Outpatient Alcohol and Drug Treatment Services**

Contractor's basic outpatient services will also be culturally appropriate for individuals who are gay, lesbian bisexual, or transgender. In addition, Contractor will provide services to individuals who have a co-occurring disorder as defined in Section III.C.1. of Attachment 6. Contractor's basic outpatient services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, relapse prevention, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/ Parole as required.

- a. Intake and evaluation will be scheduled with a licensed mental health clinician. Program participants will be diagnostically assessed for possible co-occurring psychiatric disorders.
  2. Contractor's basic outpatient treatment plan will include a minimum of 90 days of outpatient services, including: 4 individual counseling and 4 group counseling sessions, 9 group sessions including: family/partner groups, education, and relapse prevention, per month, per program participant.
    - 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.
  3. Curriculum will include: evaluation by a licensed mental health clinician, diagnostic assessment for possible co-occurring substance abuse disorders, treatment planning and ongoing recovery support, education, case management and linkage to community resources, HIV/AIDS education, information and referral to ancillary services, and discharge and aftercare planning.
  4. Access to ancillary services which may include: legal support, HIV/AIDS testing, health/mental health care, literacy assistance and supportive educational training and job search.
- B. SACPA/Proposition 36 Treatment Readiness Alcohol and Drug Treatment Services
- Contractor will provide treatment readiness services to individuals on the alcohol and drug treatment services waiting list for treatment program openings. Services will be geared toward assisting individuals to become engaged and supported while waiting for a treatment opening. Contractor's basic treatment readiness services will also be available to individuals who are gay, lesbian, bisexual, or transgender. In addition, Contractor will provide services to individuals who have a co-occurring disorder as defined in Section III.C.1. of Attachment 6. Contractor's basic treatment readiness services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, recovery planning, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/ Parole as required.
2. Contractor's basic treatment readiness plan will include a minimum of 5 weeks of treatment services including: 4 individual counseling, and 4 group counseling sessions including family/partner groups, education, and relapse prevention per month, per program participant
3. Curriculum will include: evaluation by a licensed mental health clinician, diagnostic assessment for possible co-occurring substance abuse disorders, treatment planning and ongoing-recovery support, education, case management and linkage to community resources, HIV/AIDS education, information and referral to ancillary services, and discharge and aftercare planning.
4. Access to ancillary services which may include: legal support, HIV/AIDS testing, health/mental health care, literacy assistance and supportive educational training, and job search.

## **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 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 treatment 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 Services 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 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 ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

- A. Treatment Service Rates  
County shall pay Contractor at the rate of \$88.70 per available staff hour for outpatient and treatment readiness alcohol and drug treatment services.
- B. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services.
- C. Contractor's monthly itemized bill will include:
  - 1. Name of program participants receiving SACPA/Proposition 36 funded services, modality (outpatient or treatment readiness), and name of referring SACPA/Proposition 36 team member for each program participant.
  - 2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and modality.
  - 3. Number of group counseling hours provided, by program participant, by modality.
  - 4. Number of staff hours for alcohol and drug treatment services, by modality.
  - 5. Total amount of the bill for each month, by modality.
  - 6. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) 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. SB 223 FUNDED DRUG TESTING**

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. SB 223 services must be provided in accordance with the California Health and Safety Code requirements 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 are not 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:
  - a) determining unamenability to treatment, or
  - b) 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. SB 223 Drug Testing Payment Rates**

In full consideration of the SB 223 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 FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor as follows:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.
  - c) Total amount of the bill for SB 223 drug testing services for each month.
3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) 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.



**EXHIBIT B**  
**Drug Court Treatment Services and Payments**  
**AVALON COUNSELING SERVICES**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

- I. **COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**  
CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

A. **CDCI Funded Drug Court Nonresidential Alcohol and Drug Treatment Services**

Contractor's basic nonresidential 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, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, aftercare planning, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

## **II. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to CDCI Drug Court 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 Drug Court Team), and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of the Drug Court formal referral process as evidenced by the referral form which must be signed by an Alcohol and Drug Social Worker and the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If during the course of his/her care a Drug Court program participant needs to be transferred 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 Services Social Worker.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

## **III. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court 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:

- A. ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for CDCI funded treatment services.
- B. From these funds County shall pay Contractor at the rate of \$39.00 per individual and group counseling hour for CDCI funded nonresidential alcohol and drug treatment services.
- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these Drug Court alcohol and drug treatment services.
- D. Contractor's monthly itemized bill will include:
  - 1. Name of program participants receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member for each program participant, and funding source (CDCI).
  - 2. Dates services were provided, the number of individual counseling hours provided, broken down by program participant, and funding source.
  - 3. Number of group counseling hours provided each month, broken down by program participant, and funding source.
  - 4. Number of staff hours each month, and funding source.
  - 5. Total amount of the bill for each month, for each funding source.
  - 6. 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.

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**AVALON COUNSELING SERVICES**  
**July 1, 2002 through June 30, 2003**

**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. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- 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.

LYN SCOTT

Name of 504 Person - Type or Print

AVALON COUNSELING SERVICES

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

611 VETERANS Blvd, STE. #116, Redwood City, CA 94063

City

State

Zip Code

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

9/11/02

Date

[Signature] Executive Director  
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

**AVALON COUNSELING SERVICES**

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 as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 applicant 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 will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
Name (Signature)

Executive Director  
Title

9/11/02  
Date

Revised 7/26/02

attach2.doc

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**AVALON COUNSELING SERVICES**  
**July 1, 2002 through June 30, 2003**

- 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 program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - 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 Administrator. 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 Administrator, 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 (Fee-For-Service Agreements)**  
**AVALON COUNSELING SERVICES**  
**July 1, 2002 through June 30, 2003**

**1. Final Settlement Payment**

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 Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**5. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

**7. Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**AVALON COUNSELING SERVICES**  
**July 1, 2002 through June 30, 2003**

**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 (10) calendar 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 addenda 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:
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; and
  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:
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; and
  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. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

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.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements) AVALON COUNSELING SERVICES July 1, 2002 through June 30, 2003**

#### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 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:  
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 the Human Services Agency or her designee. 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. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 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; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), 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 Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for 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 Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

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; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive 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; and
    - 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 Administrator, 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 participant's 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 state and federal laws and regulations, including but not limited to the following:

- 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 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 Administrator).
  - 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 than would be paid for equivalent goods or services on the open market.
    - 1) If the Alcohol and Drug Services Administrator, 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.
    - 2) 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. below, 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator 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 shall 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.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and 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 Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to:

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; and
6. serious property damage.

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**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor: AVALON COUNSELING SERVICES  
Contact Person: LYN SCOTT  
Address: 611 VETERANS BOULEVARD, SUITE 116  
REDWOOD CITY, CA 94063  
Phone Number: 650/364-0552 Fax Number: 650/299-1714

**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 11<sup>th</sup> day of SEPTEMBER, 2002 at REDWOOD CITY  
(City)

  
\_\_\_\_\_  
Signature

LYN SCOTT  
\_\_\_\_\_  
Name (Please print)

Executive Director  
\_\_\_\_\_  
Title

94-3348957  
\_\_\_\_\_  
Contractor Tax Identification Number

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**AVALON COUNSELING SERVICES**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
- A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
  - B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:
- A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
  - B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
6. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

THIS IS A CLAIMS MADE POLICY. PLEASE READ CAREFULLY.

9/26/01

## SOCIAL WORKER PROFESSIONAL LIABILITY POLICY

\*\*\* RENEWAL \*\*\*

NOTICE A LOWER LIMIT OF LIABILITY APPLIES TO JUDGMENTS OR SETTLEMENTS WHEN THERE ARE ALLEGATIONS OF SEXUAL MISCONDUCT (SEE THE SPECIAL PROVISION "SEXUAL MISCONDUCT" IN THE POLICY).

## DECLARATIONS

POLICY NO: SWL-3615195

ACCOUNT NO: CA-SC0137-0 01764255

ITEM 1. (a) NAME AND ADDRESS OF INSURED:

ITEM 1. (b) ADDITIONAL NAMED INSURED:

LYN SCOTT  
137 EASY STREET  
MOUNTAIN VIEW, CA 94043

TYPE OF ORG: INDIVIDUAL

ITEM 2. ADDITIONAL INSURED:

SAN MATEO COUNTY  
400 HARBOR BOULEVARD  
BELMONT, CA 94002

THE MONTEREY OFFICES  
617 VETERANS BLVD.  
SUITE 118  
REDBOOD CITY, CA 94063

ITEM 3. POLICY PERIOD:

FROM: 10/01/01

TO: 10/01/02

12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN.

ITEM 4. LIMITS OF LIABILITY:

(a) \$ 1,000,000 EACH WRONGFUL ACT OR SERIES OF CONTINUOUS, REPEATED  
OR INTERRELATED WRONGFUL ACTS OR OCCURRENCE  
(b) \$ 3,000,000 AGGREGATE  
(c) \$ 5,000 DEFENSE REIMBURSEMENT

ITEM 5. PREMIUM SCHEDULE:

CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
PROFESSIONALS	1	211.00	211.00
INDEPENDENT CONTRACTORS	2	25.00	50.00
DEFENSE LIMIT			.00
ADDITIONAL INSURED	1	52.00	52.00
LANDLORDS	1	52.00	52.00
TOTAL PREMIUM			365.00

ITEM 6. RETROACTIVE DATE: 10/01/90

TOTAL PREMIUM

365.00

ITEM 7. EXTENDED REPORTING PERIOD

ADDITIONAL PREMIUM (if exercised): \$ 365.00

ITEM 8. POLICY FORMS AND ENDORSEMENTS

ATTACHED TO THIS POLICY:

1932 (7/96) 659B3 (7/96) 52133 (3/94)

  
AUTHORIZED COMPANY REPRESENTATIVE



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

**For the Period of**

***July 1, 2002 through June 30, 2003***

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

**FEE-FOR-SERVICE 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";

**WITNESSETH:**

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

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

**1. Exhibits and Attachments**

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

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Outcome Based Management (OBM) 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
Attachment 8:	Additional State Negotiated Net Amount (NNA) Requirements

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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

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



D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.

G. Treatment Services For Which Payment is Made Under This Agreement

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to

provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

**4. Relationship of Parties**

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of 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) damages 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 the Human Services Agency 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 of 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 Ordinance 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above 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 applicant 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 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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, 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

**B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

A. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2002, through June 30, 2003.

B. This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
Daytop Village, Inc.  
631 Woodside Road  
Redwood City, CA 94061



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.

Joseph H. Hennen, Vice President  
Name, Title - Print

Joseph H. Hennen  
Signature

Date: 9/05/02

Contractor's Tax I.D. # 22-2923921

02contbdfFSRev.7-17-02.doc  
HUMAN SERVICES AGENCY  
ALCOHOL & DRUG SERVICES  
2002 SEP -9 A 9:38

**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2002 through June 30, 2003**

These alcohol and drug treatment and drug testing services, funded through State SACPA/ Proposition 36 and SB223 funds, are 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, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations, and OMB Circulars A-87 and A-122. Contractor's SACPA/Proposition 36 funded 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 will possess and maintain the appropriate licensure and/or certification required for the provision of 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", who are referred by the 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 locations(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, a facility necessary to provide SACPA/Proposition 36 treatment services.

4. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.

B. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services  
Contractor's basic outpatient services will also be made available in the evenings, and will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, recovery planning, aftercare planning, follow-up at 3-months and 9-months after intake 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.
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 Alcoholics 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 services will also 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 after intake 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 group counseling sessions per month, per program participant.

3. Curriculum will include: treatment planning, individual and group counseling, didactic and experiential learning, substance abuse education, denial, family function, 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 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.

D. SACPA/Proposition 36 Alcohol and Drug Day Treatment Services  
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 after intake 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 group counseling sessions per month, per program participant, 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 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 after intake 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 disorder, 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 ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414). 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. SACPA/Proposition 36 Start-up Rates**

From these funds County shall pay Contractor an advanced payment 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. Contractor's start-up activities will comply with Section III.A.1. of Attachment 6. Payment shall be based on estimate of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and costs will be made upon submission of receipts by Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/ Proposition 36 start-up funds exceed FIFTY-EIGHT THOUSAND NINE HUNDRED SEVENTY-FIVE DOLLARS (\$58,975).

**B. Treatment Service Rates**

From the aggregate funds County shall pay Contractor at the rate of:

1. \$40.00 per available staff hour for outpatient treatment services;
2. \$52.00 per available staff hour for intensive outpatient treatment services;
3. \$49.00 per treatment visit day for day treatment services, including light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation); and
4. \$55.00 per bed day, per individual served, for 24 hours of residential services, including food, shelter, and other basic needs.

- C. A separate billing and record keeping system will be kept by Contractor for those individual receiving these SACPA/Proposition 36 alcohol and drug treatment services. A separate billing will be submitted for each of the modalities described above.
- D. Contractor's monthly itemized bill will include:
  - 1. Name of program participant receiving SACPA/Proposition 36 funded services, by 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 staff hours by modality, with the exception of residential treatment services.
  - 4. A total amount of the bill for each modality.
  - 5. Contractor will submit itemized bill and invoice 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. SB 223 DRUG TESTING**

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. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATT) 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 are not 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:
  - a) determining unamenability to treatment, or
  - b) 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. SB 223 Drug Testing Payment Rates

In full consideration of the SB 223 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 FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor as follows:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including 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 hours provided for SB 223 drug testing services each month.
  - c. Total amount of the bill for SB 223 drug testing services for each month.



3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) 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.**  
**July 1, 2002 through June 30, 2003**

**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. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- 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.

Orville Roache

Name of 504 Person - Type or Print

Daytop Village, INC. 631 Woodside Rd Redwood City, CA 94061

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

Redwood City CA 94061

City State Zip Code

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

9/05/04 Joseph J. Kernen, Vice President

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

**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 as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 applicant 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 will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
Name (Signature)

Vice President  
Title

9/05/01  
Date

Revised 7/26/02

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**ATTACHMENT 3**  
**HIV/AIDS Services**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2002 through June 30, 2003**

- 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 program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - 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 Administrator. 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 Administrator, 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 (Fee-For-Service Agreements)**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2002 through June 30, 2003**

**1. Final Settlement Payment**

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 Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**5. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

7. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2002 through June 30, 2003**

**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 (10) calendar 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 addenda 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:
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; and
  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:
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; and
  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. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

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.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements)**

#### **DAYTOP VILLAGE, INC.**

**July 1, 2002 through June 30, 2003**

#### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 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:  
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 the Human Services Agency or her designee. 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. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 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; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), 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 Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for 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 Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

**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; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive 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; and
    - 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 Administrator, 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 participant's 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 state and federal laws and regulations, including but not limited to the following:

- 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 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 Administrator).
  - 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.
    - 1) If the Alcohol and Drug Services Administrator, 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.
    - 2) 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. below, 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator 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 shall 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.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and 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 Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to:

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; and
6. serious property damage.

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**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor: Daytop Village, Inc.  
Contact Person: Orville Roemer  
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 5 day of Sept, 2002 at Redwood City  
(City)

Joseph H. Hennen  
Signature

Vice President  
Title

Joseph H. Hennen  
Name (Please print)

22-2923921  
Contractor Tax Identification Number

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)



3. Confidentiality of Information:

A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.

B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:

A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
6. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: August 6, 2002

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? Yes

DUTIES:

Provide residential alcohol and drug treatment services to adults and adolescents.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>  X  </u> Additional Insured				
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Workers' Compensation	<u>Statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>      </u> No employees				

Remarks/Comments:

Signature:

Priscilla Morse  
Risk Management

Insurance Request Form.doc

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/22/2002

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

INSURER A: Westport Insurance Corporation  
INSURER B: State Comp Insurance Fund  
INSURER C: National Union  
INSURER D: Interstate Fire & Casualty  
INSURER E: Scottsdale Insurance Company

## 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	TC32592601	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 1,000,00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,00
	<input checked="" type="checkbox"/> Professional				PERSONAL & ADV INJURY \$ 1,000,00
	<input checked="" type="checkbox"/> Abuse/Molestation				GENERAL AGGREGATE \$ 3,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,00
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	TC32592601	07/01/2002	07/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00
	<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				
	<input checked="" type="checkbox"/> Comp \$500 Deduct				
	<input checked="" type="checkbox"/> Collision \$500 Ded				
A	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY				EACH OCCURRENCE \$ 1,000,00
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,00
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				Excess Umbrella \$ 10,000,00
					Excess Umbrella \$ 20,000,00
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	STATE COMPENSATION INSURANCE FUND	Various	Various	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 100,00
					E.L. DISEASE - EA EMPLOYEE \$ 500,00
					E.L. DISEASE - POLICY LIMIT \$ 100,00
A	OTHER	TC32592601 EARTHQUAKE #FD273371 4688990	07/01/2002 07/16/2002 07/01/2002	07/01/2003 07/16/2003 07/01/2003	Blanket Limit: \$84,258,637
	Blanket Real Property & Pers.Prop/Equipment				Blanket Limit: \$1,570,300
					Fiduciary Limit: \$3,500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Medical and Health Research Association of New York City, Inc., (MHRA) and the New York City Dept of Health (NYCDOH) are named as Additional Insureds on General Liability, Professional Liability, and Auto Liability and Loss Payee with respects to the Fidelity Bond Limit of \$500,000

Under Policy # TC32592601

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 94002

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.

AUTHORIZED REPRESENTATIVE

*Thomas J. M. [Signature]*

## **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.



**AN AGREEMENT BETWEEN**  
**COUNTY OF SAN MATEO**  
**AND**  
***EL CENTRO DE LIBERTAD***

**For the Period of**

***July 1, 2002 through June 30, 2003***

Agency Contact:

***Jane Marks***

***Human Services Analyst***

***(650) 802-6418***

**FEE-FOR-SERVICE AGREEMENT WITH  
EL CENTRO DE LIBERTAD  
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, EL CENTRO DE LIBERTAD, hereinafter called "Contractor";

**WITNESSETH:**

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

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

**1. Exhibits and Attachments**

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

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit C: Outcome Based Management (OBM) 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

Attachment 8: Additional State Negotiated Net Amount (NNA) Requirements

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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachment 4 herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date



Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.

G. Treatment Services For Which Payment is Made Under This Agreement

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of 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) damages 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 the Human Services Agency 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 of 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 Ordinance 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above 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 applicant 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 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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, 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

**B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

A. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2002, through June 30, 2003.

B. This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
El Centro de Libertad  
1230 A Hopkins Avenue  
Redwood City, CA 94062



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: \_\_\_\_\_

EL CENTRO DE LIBERTAD

George Borg Executive Director  
Name Title - Print

George Borg  
Signature

Date: 9/12/02

Contractor's Tax I.D. # 94-3189174

**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**EL CENTRO DE LIBERTAD**  
**July 1, 2002 through June 30, 2003**

These alcohol and drug treatment and drug testing services, funded through State Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 funds, are 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, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. Contractor's SACPA/ Proposition 36 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 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", who are referred by the SACPA/ Proposition 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 Outpatient Alcohol and Drug Treatment Services  
Contractor's basic outpatient services will also be culturally and language appropriate for individuals who are Spanish speaking. In addition, Contractor will provide services to individuals who have a co-occurring disorder as defined in Section III.C.1. of Attachment 6.. Contractor's basic outpatient services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, relapse prevention, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/ Parole as required.
2. One weekly 2 hour group education/counseling session. Sessions will include: the disease model of addiction, the addiction and recovery process, the 12-step model of recovery, the impact of

addiction on family systems and family dynamics, health issues (e.g. HIV/AIDS, tuberculosis, hepatitis B and C, and other infectious diseases, and strategies for preventing and responding to relapse).

3. One weekly 1 hour individual counseling session with primary counselor. Sessions will include: case management, family problems, adjustment issues, legal and medical concerns including referrals for medical testing and care, and aftercare planning.
  - a. Three weekly 12-step meetings (support to program participant in addressing the first 3 of the 12 steps).
  - b. Two, 2-hour family counseling sessions per 90 days of treatment. Sessions will include: introduction to the recovery process and its potential impact on the family, introduction to family support meetings (e.g. Al-Anon).
  - c. Access to ancillary services including: vocational training, literacy and ESL classes, referrals to the Family Self Sufficiency Team (FSST), health care, parenting classes, and family counseling.
  - d. Special services: the basic 90 day treatment may be extended for program participants who need a longer term to complete the program, including those who: fail a drug or alcohol screen, do not follow the terms outlined in the treatment plan, miss or arrive late for more than 2 consecutive sessions without notifying the Contractor in advance, have a co-occurring disorder, are deemed by the Contractor to be at-risk of relapse.

B. SACPA/Proposition 36 Substance Abuse Education Services  
Contractor will provide alcohol and drug addiction education services including: 1) intervention services for first time offenders; and 2) addiction education for light or infrequent users found carrying one ounce or less of marijuana. Contractor's services will include:

1. SACPA/Proposition 36 Education Services  
Contractor's basic substance abuse education services will include:
  - a. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, aftercare planning, and follow-up with Probation/Parole as required.

- b. Twelve hours of educational classes (6 per week), plus six 12-step meetings.
  - c. A curriculum consistent with the ASAM. The curriculum will include: the disease model of addiction, addiction process, 12-step model of recovery, impact of addiction on family systems, risk factors related to substance abuse, health issues (e.g. HIV/AIDS, tuberculosis, hepatitis B and C, and other infectious diseases), strategies for avoiding and recovering from relapse, urine screening, non-violent strategies for handling anger and resolving disputes, and communication skills, anger management, and peaceful conflict resolution.
  - d. Aftercare planning and family support groups.
2. SACPA/Proposition 36 Intervention Services  
Contractor's basic intervention services will include:
- a. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, monthly family support groups, aftercare planning, and follow-up with Probation/Parole as required.
  - b. Eight week program consisting of: four 1-hour individual counseling sessions, eight 2-hour group education/ counseling sessions, three 12-step meetings per week.
  - c. The curriculum will include: the model of cognitive/behavioral restructuring, disease model of addiction, addiction process, 12-step model of recovery, impact of addiction on family systems, risk factors related to substance abuse, health issues (e.g. HIV/AIDS, tuberculosis, hepatitis B and C, and other infectious diseases), strategies for avoiding and recovering from relapse, non-violent strategies for handling anger and resolving disputes, and communication skills, anger management, and peaceful conflict resolution.
  - d. Alcohol and drug screening.

**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 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 treatment 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 Services 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 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 ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

- A. From these funds County shall pay Contractor at the rate of \$79.75 per available staff hour for each outpatient, substance abuse education, and intervention services.
- B. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment, education and intervention services.

- C. Contractor's monthly itemized bill will include:
1. Name of program participants receiving SACPA/Proposition 36 funded services, modality (outpatient/education/intervention), and name of referring SACPA/Proposition 36 team member for each program participant.
  2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and modality.
  3. Number of group counseling hours provided, by program participant, by modality.
  4. Number of staff hours for alcohol and drug treatment services, by modality.
  5. Total amount of the bill for each month, by modality.
  6. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) 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. SB 223 DRUG TESTING**

- A. 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. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.
1. 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 are not limited to, a urine test, a blood test, saliva test, and breath alcohol test.
  2. Guidelines for Drug Testing
    - a. Drug testing must be used as a treatment tool.
    - b. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.

- c. 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.
  - d. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
  - e. 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).
  - f. 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.
  - g. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.
3. SB 223 Drug Testing Payment Rates  
In full consideration of the SB 223 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 FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor as follows:
- a. Of these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
  - b. Contractor's monthly itemized bill will include:
    - 1) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
    - 2) Total number of staff hours provided for SB 223 drug testing services each month.

- 3) Total amount of the bill for SB 223 drug testing services for each month.
- c. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) 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**  
**Drug Court Treatment Services and Payments**  
**EL CENTRO DE LIBERTAD**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

- I. **COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**  
CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

A. **CDCI Funded Drug Court Nonresidential Alcohol and Drug Treatment Services**

Contractor's basic nonresidential 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, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, aftercare planning, follow-up for each program participant, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

## **II. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team), and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of the Drug Court formal referral process as evidenced by the referral form which must be signed by an Alcohol and Drug Social Worker and the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If during the course of his/her care a Drug Court program participant needs to be transferred 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 Services Social Worker.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

## **III. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court 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:

- A. ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for CDCI funded treatment services.
- B. From these funds County shall pay Contractor at the rate of:
  - 1. \$42.00 per individual and group counseling hour for CDCI funded nonresidential alcohol and drug treatment services; and
  - 2. \$42.00 per treatment hour provided for CDCI funded alcohol and drug addiction education services.
- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these Drug Court alcohol and drug treatment services.
- D. Contractor's monthly itemized bill will include the following:
  - 1. Name of program participants receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member for each program participant, and funding source (CDCI).
  - 2. Dates services were provided, the number of individual counseling hours provided, broken down by program participant, and funding source.
  - 3. Number of group counseling hours provided each month, broken down by program participant, and funding source.
  - 4. Number of staff hours each month, and funding source.
  - 5. Total amount of the bill for each month, for each funding source.
  - 6. 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.

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**EL CENTRO DE LIBERTAD**  
**July 1, 2002 through June 30, 2003**

**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. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- 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>George Borg</u>		
Name of 504 Person	-	Type or Print
<u>EL Centro de Libertad 1230-A Hopkins Ave</u>		
Name of Contractor(s)	-	Street Address or P.O. Box
<u>Redwood City</u>	<u>CA</u>	<u>94062</u>
City	State	Zip Code

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

<u>9-5-02</u>	<u>George Borg 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 COMPLIANCE**

Agreement with

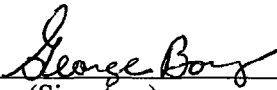
**EL CENTRO DE LIBERTAD**

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 as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 applicant 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 will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
\_\_\_\_\_  
Name (Signature)

*Executive Director*  
\_\_\_\_\_  
Title

*9-5-02*  
\_\_\_\_\_  
Date

Revised 7/26/02

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**ATTACHMENT 3**  
**HIV/AIDS Services**  
**EL CENTRO DE LIBERTAD**  
**July 1, 2002 through June 30, 2003**

- 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 program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - 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 Administrator. 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 Administrator, 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 (Fee-For-Service Agreements)**  
**EL CENTRO DE LIBERTAD**  
**July 1, 2002 through June 30, 2003**

**1. Final Settlement Payment**

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 Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**5. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

7. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**EL CENTRO DE LIBERTAD**  
**July 1, 2002 through June 30, 2003**

**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 (10) calendar 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 addenda 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:
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; and
  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:
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; and
  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. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

- 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.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements)**

#### **EL CENTRO DE LIBERTAD**

**July 1, 2002 through June 30, 2003**

#### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 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:

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 the Human Services Agency or her designee. 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. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 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; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), 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 Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for 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 Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

**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; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive 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; and
    - 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 Administrator, 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 participant's 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 state and federal laws and regulations, including but not limited to the following:

- 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 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 Administrator).
  - 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.
    - 1) If the Alcohol and Drug Services Administrator, 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.
    - 2) 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. below, 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator 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 shall 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.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and 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 Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to:

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; and
6. serious property damage.

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**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor: EL Centro de Libertad  
Contact Person: George Borg  
Address: 1230-A HOPKINS AVE, Redwood CITY, CA 94062  
Phone Number: (650) 599-9955 Fax Number: (650) 599-9273

**II. Employees**

Does the Contractor have any employees? X Yes        No  
Does the Contractor provide benefits to spouses of employees?        Yes X 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 5<sup>th</sup> day of September, 2002 at Redwood City  
(City)

George Borg  
Signature

George Borg  
Name (Please print)

Executive Director  
Title

94-3189174  
Contractor Tax Identification Number

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**EL CENTRO DE LIBERTAD**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
  - A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
  - B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:
  - A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
  - B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
6. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: May 23, 2002

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: El Centro de Libertad (AKA: The Freedom Center)

DOES CONTRACTOR TRAVEL?

Yes

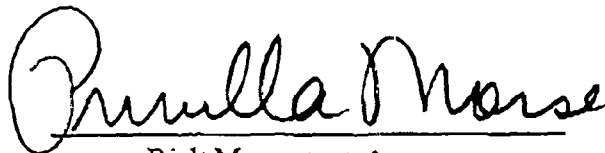
DUTIES:

Provides nonresidential alcohol and drug treatment and prevention services to adults and adolescents in San Mateo County.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$2M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>  X  </u> Additional Insured				
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>\$2M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Workers' Compensation	<u>Statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>      </u> No employees				

Remarks/Comments:

Signature:



Risk Management

Insform.wp

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/17/2002

PRODUCER (650)341-4484 FAX (650)341-4465  
Business Professional Ins. Assoc. Inc.  
1519 South B Street  
San Mateo, CA 94402

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 The Freedom Center  
1230 #A Hopkins Avenue  
Redwood City, CA 94062

INSURER A: NIAC

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**REVISED**

## 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	2001-03306 NPO	05/15/2002	05/15/2003	EACH OCCURRENCE \$ 1,000,000
	<input checked="" 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) \$ 10,000
	<input checked="" type="checkbox"/> Misc. Professional				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	2001-03306 NPO	05/15/2002	05/15/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input 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 AGG \$
A	EXCESS LIABILITY	2002-03306-UMB-NPO	05/15/2002	05/15/2003	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Directors & Officers	2002-03306DO	05/15/2002	05/15/2003	Limits of Liability \$1,000,000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is named Additional Insured as respects to the insureds business operations at the following locations: 2944 Broadway, Redwood City, CA, 1230 #A Hopkins, Redwood City, CA 210 San Mateo Rd., Half Moon Bay, CA  
Additional Insured applies to General Liability policy only, per form CG 2026 11/85  
Ten day notice of cancellation for non-payment shall apply

CERTIFICATE HOLDER

☒

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

San Mateo County Alcohol and Drug Program  
Attn: Jane Marks  
400 Harbor Blvd., Bldg B  
Belmont, CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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.

AUTHORIZED REPRESENTATIVE

Peter Kelly/SANDEE

*Peter Kelly*

**STATE  
COMPENSATION  
INSURANCE  
FUND**

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

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

APRIL 8, 2002

POLICY NUMBER: 1384258 - 02  
CERTIFICATE EXPIRES: 03-16-03

COUNTY OF SAN MATEO  
ALCOHOL & DRUG PROGRAM  
225 WEST 37TH AVE  
SAN MATEO CA 94403

THIS SUPERSEDES AND  
CORRECTS THE CERTIFICATE  
ISSUED ON 03-16-02.

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

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

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

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

*Tom Hansen*

AUTHORIZED REPRESENTATIVE

*KCBollier*

PRESIDENT

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

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE  
04/08/02 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

NAME OF ADDITIONAL INSURED: COUNTY OF SAN MATEO

HUMAN SERVICES AGENCY  
ALCOHOL & DRUG SERVICES

2002 APR 12 A 11:11

EMPLOYER

EL CENTRO DE LIBERTAD  
(A NON PROFIT CORPORATION) DBA FREEDOM CENTER  
1230 HOPKINS AVE #A  
REDWOOD CITY CA 94062



**AN AGREEMENT BETWEEN  
COUNTY OF SAN MATEO**

**AND**

***FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.***

**For the Period of**

***July 1, 2002 through June 30, 2003***

Agency Contact:

***Jane Marks***

***Human Services Analyst***

***(650) 802-6418***



**FEE-FOR-SERVICE AGREEMENT WITH  
FAMILY AND COMMUNITY ENRICHMENT SERVICES, 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, FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC., hereinafter called "Contractor";

WITNESSETH:

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

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

**1. Exhibits and Attachments**

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

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Outcome Based Management (OBM) 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
Attachment 8:	Additional State Negotiated Net Amount (NNA) Requirements

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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

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

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.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.

G. Treatment Services For Which Payment is Made Under This Agreement

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of 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) damages 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 the Human Services Agency 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 of 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 Ordinance 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above 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 applicant 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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, 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

**B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

**A.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2002, through June 30, 2003.

**B.** This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

**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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
Family And Community Enrichment Services, Inc.  
610 Elm Street, Suite 212  
San Carlos, CA 94070

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: \_\_\_\_\_

FAMILY AND COMMUNITY ENRICHMENT  
SERVICES, INC.

*PETE NANNARONE*

*INTERIM DIRECTOR*

Name, Title - Print

*Pete Nannarone*  
Signature

Date: 9-16-02

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

**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.**  
**July 1, 2002 through June 30, 2003**

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, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. Contractor's basic SACPA/Proposition 36 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 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", who are 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". Contractor will provide the following start-up activities necessary to provide SACPA/Proposition 36 funded services, in accordance with Contractor's approved start-up budget:

1. Purchase appropriate office furnishings, equipment and supplies needed to provide SACPA/Proposition 36 services.
2. Recruit, hire and train staff appropriate for SACPA/Proposition 36 services.
3. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.

- B. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services  
Contractor's basic outpatient treatment services will also be available to individuals with co-occurring disorders as defined in Section III.C.1. of Attachment 6, and their families. Contractor will make services available six days per week including evenings and weekends. Contractor's basic outpatient treatment services will include:
1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, aftercare plan, urine screening, follow-up at 3- months and 9- months after intake for each program participant, and follow-up with Probation/Parole as required.
  2. Contractor's basic outpatient treatment plan will include a minimum of 6 months of outpatient services including: 4 individual counseling sessions, 4 group sessions, 4 educational groups sessions, per month, per program participant.
  3. Program focus will include sensitivity to special recovery issues for individuals with co-occurring disorders and taking prescribed psychotropic medications.
  4. Curriculum will include: recovery process and relapse prevention, mental health and substance abuse treatment and education, HIV/AIDS, hepatitis B/C and other medical conditions affecting recovery status, relationship considerations, life skills and emotional regulation techniques and motivational enhancement strategies, domestic violence, and depression/anxiety/stress management/wellness coping skills, and parenting skills.
  5. Access to ancillary services which may include: transportation, child care, linkage to the Family Self Sufficiency Team (FSST), family education/support groups, housing, HIV/AIDS testing and education, health and mental health care, literacy assistance and vocational training.
- C. SACPA/Proposition 36 Alcohol and Drug Day Treatment Services  
Contractor's basic alcohol and drug day treatment services will be available to women with co-occurring disorders as defined in Section III.C.1. of Attachment 6, and their families. Contractor will make day treatment services available five days per week, including evening services. Contractor's basic day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic day treatment plan will include a minimum of 90 days of day treatment services including: 3.6 individual counseling sessions, 28 group counseling sessions, 15.3 educational group sessions, per month, per program participant, and 6 months of aftercare. Contractor will also provide transportation services to and from program as needed for program participants.
  - a. Treatment cycles are 10 weeks of day treatment and 2 weeks of assessment/intake/transition.
3. Curriculum will include a structured program 5 ½ hours per day, 5 days per week, including: a dual focus on mental health and substance abuse treatment, recovery process and relapse prevention, and psycho-educational presentations. Psycho-educational groups will focus on substance abuse education, addiction and the family, coping with depression, relapse prevention, HIV/AIDS, hepatitis B/C and other medical conditions affecting recovery status, relationship considerations, life skills and emotional regulation techniques, motivational enhancement strategies, domestic violence, anxiety/stress management/wellness and parenting skills, child development and parenting/family issues, grief and loss, trauma and violence, anger and relationship building.
4. Access to ancillary support services which may include: child care, linkages to the Family Self Sufficiency Team (FSST), housing, vocational education and training, legal support, 12-step meetings, HIV/AIDS testing and education, and medical/mental health services.

## **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 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 treatment 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 Services 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 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 ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

- A. SACPA/Proposition 36 Start-up Rates  
From these funds County shall pay Contractor an advance payment of THREE THOUSAND TWO HUNDRED TWENTY-SEVEN DOLLARS (\$3,227) for outpatient start-up costs, and an advance payment of TWO HUNDRED FIFTY-FIVE DOLLARS (\$255) for day treatment start-up costs in accordance with the approved start-up budget for the SACPA/Proposition start-up activities outlined above. Contractor's start-up activities will comply with Section III.A.1. of Attachment 6. Payments shall be based on estimates of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and costs will be made upon submission of receipts of Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/Proposition 36 start-up funds exceed THREE THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS (\$3,482).

B. Treatment Service Rates

From the aggregate funds County shall pay Contractor at the rate of:

1. \$31.50 per available staff hour for outpatient services; and
2. \$98.00 per treatment visit day for day treatment services, which includes light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation).

C. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services.

D. Contractor's monthly itemized bill will include the following:

1. Name of program participants receiving SACPA/Proposition 36 funded services, modality (outpatient or day treatment), and name of referring SACPA/Proposition 36 team member for each program participant.
2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and modality.
3. Number of group counseling hours provided, by program participant, by modality, by funding source.
4. Number of visit days provided for day treatment services, broken down by program participant, by funding source.
5. Number of staff hours for alcohol and drug treatment services, by modality.
6. Total amount of the bill for each month, by modality.
7. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) 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. SB 223 FUNDED DRUG TESTING

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. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability



(SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

A. SB 223 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 are not 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:
  - a) determining unamenability to treatment, or
  - b) 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. SB 223 Drug Testing Payment Rates

In full consideration of the SB 223 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 FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor as follows:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.
  - c) Total amount of the bill for SB 223 drug testing services for each month.
3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) 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.

**EXHIBIT B**  
**Outcome Based Management and Budgeting Responsibilities**  
**FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.**  
**July 1, 2002 through June 30, 2003**

**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. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- C. conduct review of performance and outcome information.

**ATTACHMENT 1**

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

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

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. ☐ employs fewer than 15 persons.
- b. ☒ employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Lillian Doherty  
Name of 504 Person - Type or Print

FACES Inc. Family and Community Enrichment Services Inc  
Name of Contractor(s) - Type or Print Street Address or P.O. Box

San Carlos CA  
City State Zip Code

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

9-16-02 [Signature] INTERIM DIRECTOR  
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

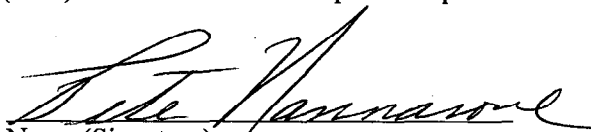
**FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.**

Name of Contractor

For

Alcohol and Drug Treatment Services  
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 applicant 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 will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
Name (Signature)

INTERIM DIRECTOR  
Title

9-16-02  
Date

Revised 7/26/02

attach2.doc

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.**  
**July 1, 2002 through June 30, 2003**

- 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 program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - 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 Administrator. 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 Administrator, 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 (Fee-For-Service Agreements)**  
**FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.**  
**July 1, 2002 through June 30, 2003**

**1. Final Settlement Payment**

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 Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**5. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.



7. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.**  
**July 1, 2002 through June 30, 2003**

**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 (10) calendar 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 addenda 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:
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; and
  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:
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; and
  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. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

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.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements) FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC. July 1, 2002 through June 30, 2003**

#### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 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:  
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 the Human Services Agency or her designee. 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. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 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; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), 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 Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for 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 Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

**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; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive 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; and
    - 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 Administrator, 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 participant's 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 state and federal laws and regulations, including but not limited to the following:

- 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 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 Administrator).
  - 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.
    - 1) If the Alcohol and Drug Services Administrator, 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.
    - 2) 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. below, 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator 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 shall 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.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and 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 Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to:

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; and
6. serious property damage.

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**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor: FACES Inc (Family and Community Enrichment Int.)  
Contact Person: Lillian Doherty  
Address: 610 Elm Street # 212  
San Carlos CA 94070  
Phone Number: (650) 591-9623 Fax Number: 591-9750

**II. Employees**

Does the Contractor have any employees? X Yes        No  
Does the Contractor provide benefits to spouses of employees? X Yes X No  
\* If the answer to one or both of the above is no, please skip to Section IV. \* We offer benefits at the employee's expense

**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 16<sup>TH</sup> day of SEPTEMBER 2002 at SAN CARLOS, CA  
(City)

  
Signature

PETE NANNARONE  
Name (Please print)

INTERIM DIRECTOR  
Title

94-3051693  
Contractor Tax Identification Number



**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
- A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
  - B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:
- A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
  - B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
6. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: June 10, 2002

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: Family and Community Enrichment Services, Inc.

DOES CONTRACTOR TRAVEL?

Yes

DUTIES:

Provide nonresidential alcohol and drug treatment services.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>X</u> Additional Insured				
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Workers' Compensation	<u>Statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>      </u> No employees				

Remarks/Comments:

Signature:



Risk Management

Insform.wp

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

OP ID RL  
FAMI-11

DATE (MM/DD/YY)

04/24/02

PRODUCER  
Chapman & Associates  
License #0522024  
P. O. Box 5455  
Pasadena CA 91117-0455  
Phone: 626-405-8031 Fax: 626-405-0585

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

Family & Community Enrichment  
Services Inc  
610 Elm St Ste 212  
San Carlos CA 94070

INSURER A: Riverport Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	RP0002623	04/26/02	04/26/03	FIRE DAMAGE (Any one fire) \$ 50000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
	<input checked="" type="checkbox"/> Professional Liab	RP0002623	04/26/02	04/26/03	PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 3000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 1000000
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ANY AUTO	RP0002623	04/26/02	04/26/03	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input 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 \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is named as Additional Insured/Funding Source with respects to the operations of the Named Insured.

## CERTIFICATE HOLDER

Y

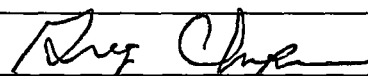
ADDITIONAL INSURED; INSURER LETTER:

## CANCELLATION

County of San Mateo  
Alcohol and Drug Services  
Esther Lucas  
400 Harbor Blvd  
Belmont CA 94002

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

AUTHORIZED REPRESENTATIVE



**STATE**  
COMPENSATION  
INSURANCE  
**FUND**

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

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

FEBRUARY 26, 2002

GROUP:  
POLICY NUMBER: 1062124-2002  
CERTIFICATE ID: 61  
CERTIFICATE EXPIRES: 03-03-2003  
03-03-2002/03-03-2003

SAN MATEO COUNTY ALCOHOL AND DRUG  
400 HARBOR BLVD. BUILDING C  
BELMONT CA 94002

ATTENTION: ESTHER LUCAS

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

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

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

*Tom Hansen*

AUTHORIZED REPRESENTATIVE

*K. Bollin*

PRESIDENT

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

EMPLOYER

FAMILY & COMMUNITY ENRICHMENT SERVICES, INC  
610 ELM ST STE 212  
SAN CARLOS CA 94070

SCIF 10265

[EPF-UI: MB]

2002 FEB 29 P 3 06

HUMAN SERVICES AGENCY  
ALCOHOL & DRUG SERVICES



**AN AGREEMENT BETWEEN**  
**COUNTY OF SAN MATEO**  
**AND**  
***FREE AT LAST***

**For the Period of**

***July 1, 2002 through June 30, 2003***

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

**FEE-FOR-SERVICE AGREEMENT WITH  
FREE AT LAST  
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, FREE AT LAST, hereinafter called "Contractor";

**WITNESSETH:**

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

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

**1. Exhibits and Attachments**

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

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit C: Outcome Based Management (OBM) 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

Attachment 8: Additional State Negotiated Net Amount (NNA) Requirements



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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachment 4 herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date

Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.

G. Treatment Services For Which Payment is Made Under This Agreement

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of 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) damages 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 the Human Services Agency 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 of 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 Ordinance 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above 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 applicant 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 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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, 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

**B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

**A.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2002, through June 30, 2003.

**B.** This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

**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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
Free At Last  
1796 Bay Road  
East Palo Alto, CA 94303

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: \_\_\_\_\_

FREE AT LAST

*Darice Tillery*  
Name, Title - Print *Darice Tillery, Acting Executive Director*  
*Human Resources Director*

*Darice Tillery*  
Signature

Date: *9/6/02*

Contractor's Tax I.D. # *94-3193317*

**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**FREE AT LAST**  
**July 1, 2002 through June 30, 2003**

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, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. Contractor's basic SACPA/Proposition 36 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 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", who are 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 Young Adult Alcohol and Drug Intervention Services**

Contractor's basic intervention services will also be culturally and language appropriate for individuals who are African American and Latino. Contractor's basic intervention services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, aftercare planning, urine screening, and follow-up with Probation/Parole as required.
2. Contractor's basic intervention treatment plan will include: 4 individual and 8 group sessions per program participant, per month, and will also include individual case management once per week.

3. A curriculum consistent with the ASAM including: development of a treatment plan; positive self-awareness/esteem and social skills building; behavior modification; development of strong personal support systems; educational needs and goals assessment; tutoring to build basic learning skills to enable completion of GED or high school; linkages with vocational and educational services; assessment of employment interests for employment training and overview of options; resume writing, interview skills, job readiness, and career development; health issues; 12-step meetings, access to cultural events, camping trips and other alcohol- and drug-free recreational activities and youth sponsored events.

B. SACPA/Proposition 36 Treatment Readiness Alcohol and Drug Treatment Services

Contractor's basic treatment readiness services will also be culturally and language appropriate for individuals who are African American and Latino.

Contractor's basic treatment readiness services will be made available during the daytime and evening hours, and will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic treatment readiness plan will: include 8 group counseling sessions per program participant, per month.
3. Curriculum will include: treatment planning, defining the 12-step recovery process for addressing issues of addiction, basic education on HIV/AIDS and hepatitis C, reducing risky behavior, relapse prevention planning, resources for addressing social, health and legal issues, linkages with mental health, job training and housing resources.

C. SACPA/Proposition 36 Residential Alcohol and Drug Treatment Services

Contractor's basic residential alcohol and drug treatment services will also be culturally and language appropriate for individuals who are African American and Latino. Contractor's basic residential treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. A structured program including individual and group counseling to address recovery issues including: life skills, denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, parenting skills, positive communication skills, literacy classes, employment readiness, anger management, conflict resolution, domestic violence, health and mental health issues, and family reconciliation and socialization activities.

D. SACPA/Proposition 36 Alcohol and Drug Day Treatment Services  
Contractor's basic day treatment services will also be culturally and language appropriate for individuals who are African American and Latino. Contractor's basic day treatment services will be made available during the daytime and evening hours, and will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic day treatment services will include a structured program consisting of: 4 individual counseling sessions, 16 group counseling sessions per program participant, per month. Contractor will also provide transportation and child care for program participants as needed.
3. Curriculum will include: literacy classes, employment readiness classes, positive communication skill building, life skills, anger management, conflict resolution, domestic violence, money management and credit counseling, health and nutrition, and a 10-week parenting series which will cover: assessment of parent/child interaction, parenting skill building, child development and age appropriate play strategies, how to be a parent advocate for school age children, disciplinary techniques, and positive affirmations.

- E. 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 treatment services will also be culturally and language appropriate for individuals who are African American and Latino. Contractor's basic outpatient treatment services will be made available during the daytime and evening hours and on Saturdays. Contractor's basic outpatient treatment services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, aftercare plan, urine screening, follow-up at 3- months and 9- months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic outpatient treatment plan will include: 4 individual counseling sessions and 18 group counseling sessions per program participant, per month.
3. The curriculum will include: the 12-step model of recovery, the impact of addiction on family systems and family dynamics, peer support systems, mental health and health issues (e.g., HIV and risky behaviors), life skills, anger management, money management, effective parenting skills, domestic conflict resolution, legal issues, and strategies for preventing and responding to re-arrest and relapse, aftercare planning and aftercare groups.
4. Access to ancillary services including: housing, child care, employment readiness, health and mental health care.

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 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 treatment 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 Services 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 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 ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

- A. Treatment Service Rates  
From the aggregate funds County shall pay Contractor at the rate of:
  - 1. \$75.00 per available staff hour for: intervention, treatment readiness, and outpatient services;
  - 2. \$135.00 per treatment visit day provided for day treatment services, including light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation); and
  - 3. \$115.00 per bed day provided for residential treatment services including food, shelter, and other basic needs.
- B. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services.

- C. Contractor's monthly itemized bill will include the following:
1. Name of program participants receiving SACPA/Proposition 36 funded services, modality (intervention, treatment readiness, outpatient, day treatment, or residential), and name of referring SACPA/Proposition 36 team member for each program participant.
  2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and modality.
  3. Number of group counseling hours provided, by program participant, by modality.
  4. Number of staff hours for alcohol and drug treatment services, by modality (except residential).
  5. Total amount of the bill for each month, by modality.
  6. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) 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. SB 223 FUNDED DRUG TESTING**

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. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

- A. SB 223 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 are not 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:
  - a) determining unamenability to treatment, or
  - b) 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. SB 223 Drug Testing Payment Rates

In full consideration of the SB 223 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 FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor as follows:

1. From these funds 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:
  - a) Name of program participant receiving SB 223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.
  - c) Total amount of the bill for SB 223 drug testing services for each month.

3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) 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**  
**Drug Court Treatment Services and Payments**  
**FREE AT LAST**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

- I. **COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**  
CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

- A. **Nonresidential Alcohol and Drug Treatment Service Description**  
Contractor's basic nonresidential 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 the following:
1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, aftercare planning, and follow-up with Probation/Parole as required.
  2. Individual and group counseling.
  3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

B. Residential Alcohol and Drug Treatment Service Description

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 (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, case management, aftercare planning, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

II. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS

- A. Contractor will be reimbursed only for the actual services provided to Drug Court program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by a member of the Alcohol and Drug Services Social Worker Team (in conjunction with the Drug Court Team), and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process as evident by the referral form (which must be signed by an Alcohol and Drug Social Worker), and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.

- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court 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 Team.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**III. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court 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:

- A. ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for CDCI funded treatment services.
- B. From these funds County shall pay Contractor at the rate of:
  - 1. \$35.00 per individual and group counseling hour for nonresidential services;
  - 2. \$69.00 per bed day provided, per individual served, for residential services including food, shelter and other basic needs for women's residential services; and
  - 3. \$62.00 per bed day, per individual served, for residential services including food, shelter and other basic needs for men's residential services.
- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI Drug Court alcohol and drug treatment services.

- D. Contractor's monthly itemized bill will include:
1. Name of Drug Court program participant receiving services, name of the referring Drug Court team member, and funding source.
  2. Dates services were provided for Drug Court nonresidential, and residential alcohol and drug treatment services, broken down by program participant, and modality (either men's or women's residential or nonresidential), and indicating number of days or individual counseling hours provided, per program participant, and funding source.
  3. Total number of group counseling hours provided, broken down by individual served for nonresidential treatment services, by funding source.
  4. Total number of staff hours each month for nonresidential treatment services, by funding source.
  5. Total amount of the bill for each month, by funding source.
  6. Contractor will submit itemized bill and invoice 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.

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**FREE AT LAST**  
**July 1, 2002 through June 30, 2003**

**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. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- 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

1796 Bay Road

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

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.

9/6/02

Date

Darice Tillery

Signature and Title of Authorized Official

acting Executive Director  
Human Resources Director

\*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**  
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 as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 applicant 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 will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

Darice Tillery  
Name (Signature)

Human Resources Director, Acting Executive  
Title Director

9/6/02  
Date

Revised 7/26/02

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**ATTACHMENT 3**  
**HIV/AIDS Services**  
**FREE AT LAST**  
**July 1, 2002 through June 30, 2003**

- 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 program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - 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 Administrator. 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 Administrator, 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 (Fee-For-Service Agreements)**  
**FREE AT LAST**  
**July 1, 2002 through June 30, 2003**

**1. Final Settlement Payment**

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 Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**5. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

7. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**FREE AT LAST**  
**July 1, 2002 through June 30, 2003**

**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 (10) calendar 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 addenda 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:
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; and
  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:
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; and
  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. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

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.



## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements)**

#### **FREE AT LAST**

**July 1, 2002 through June 30, 2003**

#### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 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:

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 the Human Services Agency or her designee. 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. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 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; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), 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 Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for 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 Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

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; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive 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; and
    - 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 Administrator, 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 participant's 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 state and federal laws and regulations, including but not limited to the following:

- 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 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 Administrator).
  - 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.
    - 1) If the Alcohol and Drug Services Administrator, 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.
    - 2) 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. below, 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator 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 shall 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.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and 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 Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to:

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; and
6. serious property damage.

Atch6FFSFinal7-17-02.doc

**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor: Free at Last  
Contact Person: Darice Tillery  
Address: 1796 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 6th day of September, 2002 at East Palo Alto

<u>Darice Tillery</u> Signature <u>Acting Executive Director</u> <u>Human Resources Director</u> Title	<u>Darice Tillery</u> (City) Name (Please print) <u>94-3193317</u> Contractor Tax Identification Number
--	---

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**FREE AT LAST**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
  - A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
  - B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:
  - A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
  - B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
6. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: September 18, 2002

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: Free At Last

DOES CONTRACTOR TRAVEL? Yes

DUTIES:

Provides alcohol and drug prevention and treatment services to adolescents and adults.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$2M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>  X  </u> Additional Insured				
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>      </u>	<u>      </u>	<u>✓</u>	<u>      </u>
Workers' Compensation	<u>Statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>      </u> No employees				

Remarks/Comments:

Signature:

Priscilla Morse

Risk Management

Insurance Request Form.doc



09/18/2002 15:27 FAX 415 536 8513

GALLAGHER HEFFEMAN

002

Client#: 734

FREEAT

**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
09/10/02**PRODUCER**

Arthur J. Gallagher & Co. Ins.  
Brokers of CA Ins. Lic. #0726293  
One Market Street Twr Ste 200  
San Francisco, CA 94105

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**

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

INSURER A: Travelers Insurance Company

INSURER B: Phoenix Assurance

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.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	X660807X711402	09/01/02	09/01/03	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
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG				
A	AUTOMOBILE LIABILITY	8103034W98902	09/01/02	09/01/03	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO				
	ALL OWNED AUTOS				
	SCHEDULED AUTOS				
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	ANY AUTO				
	EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				
	DEDUCTIBLE \$				
	RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ECF108140	07/01/02	07/01/03	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

County of San Mateo and its respective divisions, officers, agents and employees are included as Additional Insureds per attendant endorsement RE: Named-Insured programs, Operations & activities (Date: Policy Term)

CERTIFICATE HOLDER

ADDITIONAL INSURED/INSURER LETTER

CANCELLATION Ten Day Notice for Non-Payment of Premium

San Mateo County Drug & Alcohol  
Services  
400 Harbor Blvd., Bldg. B  
Belmont, CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL BE REQUIRED TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~THE INSURER SHALL~~

~~OPERATE AS A SUCCESSOR TO THE POLICY OR POLICIES OF THE INSURER, ITS AGENTS OR SUBSIDIARIES.~~

AUTHORIZED REPRESENTATIVE

*Jim Law*

POLICY NUMBER: X660807X711402

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON or  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

San Mateo County Drug & Alcohol  
Services  
400 Harbor Blvd., Bldg. B  
Belmont, CA 94002

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your operations or premises owned by or rented to you.

County of San Mateo and its respective divisions, officers, agents and employees are included as Additional Insureds per attendant endorsement RE: Named-Insured programs, Operations & activities  
Date: Policy Term

**PRIMARY INSURANCE:**

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

AS RESPECTS LIABILITY, IT IS AGREED THAT ALL RIGHT OF SUBROGATION IS HEREBY WAIVED UNDER SUCH INSURANCE POLICY AS RESPECTS THE ADDITIONAL INSURED AS IDENTIFIED IN THIS ENDORSEMENT.

**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.



**AN AGREEMENT BETWEEN**  
**COUNTY OF SAN MATEO**  
**AND**  
***THE LATINO COMMISSION***

**For the Period of**

***July 1, 2002 through June 30, 2003***

**Agency Contact:**

***Jane Marks***

***Human Services Analyst***

***(650) 802-6418***

**FEE-FOR-SERVICE AGREEMENT WITH  
THE LATINO COMMISSION  
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, THE LATINO COMMISSION, hereinafter called "Contractor";

WITNESSETH:

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

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

**1. Exhibits and Attachments**

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

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit C: Outcome Based Management (OBM) 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
Attachment 8:	Additional State Negotiated Net Amount (NNA) Requirements

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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachment 4 herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date

Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.

G. Treatment Services For Which Payment is Made Under This Agreement

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of 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) damages 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 the Human Services Agency 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 of 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 Ordinance 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above 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 applicant 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 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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, 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

**B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

A. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2002, through June 30, 2003.

B. This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
The Latino Commission  
301 Grand Avenue, Suite 301  
South San Francisco, CA 94080

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: \_\_\_\_\_

THE LATINO COMMISSION

DEBRA CAMARILLO  
EXECUTIVE ADMINISTRATOR  
Name, Title - Print

\_\_\_\_\_  
Signature

Date: 9/06/02

Contractor's Tax I.D. # 94-3149136

**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 Funded**  
**Alcohol and Drug Treatment Services**  
**THE LATINO COMMISSION**  
**July 1, 2002 through June 30, 2003**

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, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. 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 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", who are referred by SACPA/Proposition 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 Outpatient Alcohol and Drug Treatment Services  
Contractor's basic outpatient treatment services will also be culturally and language appropriate for individuals who are Latino. Contractor's basic outpatient treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic outpatient treatment plan will include a minimum of 6 months of treatment, including 4 individual counseling and 8 groups counseling sessions per month, per program participant. Transportation and child care will also be provided as needed for program participants.



3. Curriculum will include: the disease model of addiction, the addiction and recovery process, relapse prevention, anger management, personal introspection, self esteem, positive communication skills, parenting skill building, HIV/AIDS and hepatitis B/C education and prevention, and aftercare planning.
4. Access to ancillary services including: job training and development at Peninsula Works, vocational training, literacy and ESL classes, referrals to the Family Self Sufficiency Team (FSST), and health/mental health care.

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

Contractors 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 day treatment services will also be culturally and language appropriate for individuals who are Latino. Contractor will make day treatment services available six days per week, including early mornings and evenings. Contractor's basic day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic day treatment plan will include a minimum of 6 months of treatment, including 4 individual counseling and 24 groups counseling sessions per month, per program participant. Transportation and child care will also be provided as needed for program participants.
3. Curriculum will include a structured program five and one half hours per day, Monday through Saturday, including: the disease model of addiction, the addiction and recovery process, relapse prevention, anger management, personal introspection, building self esteem, positive communication skills, parenting skill building, HIV/AIDS and hepatitis B/C education and prevention, child care, family counseling, transportation, and aftercare planning.

4. Access to ancillary services including: job training and development at Peninsula Works, vocational training, literacy and ESL classes, referrals to the Family Self Sufficiency Team (FSST), and health/mental health care.
- C. SACPA/Proposition 36 Residential Alcohol and Drug Treatment Services  
Contractor will provide food, shelter and other basic needs. Contractor's basic residential alcohol and drug treatment services will also be language and culturally appropriate for the Latino population, and 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 after intake for each program participant, and follow-up with Probation/Parole as required.
  2. Individual, group and family counseling, and transportation.
  3. Curriculum will include: self-awareness, grief and loss, physical and sexual abuse, co-dependency, self-esteem building, relationships with children, anger management, HIV/AIDS and hepatitis C education and prevention, cultural attitudes and gender roles on addiction and recovery, identify cultural, familial and spiritual support systems, dynamics of domestic violence and strengthening family ties, 12-step or faith-based recovery activities, vocational assistance, employment options, coordination with criminal justice agencies, relapse prevention strategies,
  4. Access to Methadone services, health/mental health care, job training and development.
  5. After care planning including: family reunification, positive peer relationship building, 12-step or faith based activities.
- D. In addition, Contractor's staff will receive training on opioid addiction and methadone treatment. Contractor will provide alcohol and drug treatment services to program participants who are receiving methadone. Specialized services will include: analysis of program participant's relationship with methadone, the effects of methadone on lifestyle, and development of long term recovery plans.

**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 RATES OF PAYMENT**

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 ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17.

- A. Treatment Service Payment  
From the aggregate funds County shall pay Contractor at the following rates:
  - 1. \$24.00 per available staff hour for outpatient services;
  - 2. \$75.00 per treatment visit day provided for day treatment including light snacks, recreational activities such as art therapy, or other types of day time activities, (may also include transportation); and

3. \$106.00 per bed day for residential treatment services, including food, shelter and other basic needs.
- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these SACPA/Proposition 36 alcohol and drug outpatient and day treatment services. A separate billing will be submitted for outpatient, day treatment, and residential.
- C. Contractor's monthly itemized bill will include:
1. Name of program participant receiving SACPA/Proposition 36 funded services, by modality (outpatient, day treatment, residential), and the name of the referring Drug Court team member.
  2. Dates services were provided, and the number of units of service provided by program participant (bed days for residential, treatment visit days for day treatment, total number of staff available hours provided by modality for each, outpatient and day treatment services only).
  3. Dates and number of individual counseling sessions, and group sessions provided for each program participant for outpatient services.
  4. Total amount of the bill for each month, by 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. SB 223 FUNDED DRUG TESTING**

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 California Health and Safety Code regulations 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:
  - a) determining unamenability to treatment, or
  - b) 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 Drug Testing 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 FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor in the manner described below:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including 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.
2. 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**  
**Drug Court Treatment Services and Payments**  
**THE LATINO COMMISSION**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. 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 will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

**A. CDCI Funded Drug Court Nonresidential Alcohol and Drug Treatment Services**

Contractor's services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, health care, literacy assistance and supportive educational training, and job search.

**B. CDCI Funded Drug Court Residential Alcohol and Drug Treatment Services**

Contractor's services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, follow-up at 3-months and 9-months after intake for each program participant, relapse prevention, case management, aftercare planning, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

## **II. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Social Worker and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court 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.



- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**III. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

In full consideration of Drug Court 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:

- A. ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for CDCI funded treatment services.
- B. From these funds County shall pay Contractor at the rate of:
  - 1. \$35.00 per individual and group counseling hour; and
  - 2. \$86.00 per bed day, including food, shelter and other basic needs.
- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these alcohol and drug treatment services.
  - 1. Contractor's monthly itemized bill will include:
    - a. Name of program participant receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member, and funding source (CDCI).
    - b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and funding source for nonresidential treatment services.
    - c. Number of group counseling hours provided, broken down by program participant, and funding source, for nonresidential treatment services.
    - d. Number of staff hours provided each month, for each funding source, for nonresidential treatment services.

- e. Dates services were provided, broken down by program participant, and funding source, for residential treatment services.
- f. Total amount of the bill for each month, for each funding source.
- g. 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 C**  
**Outcome Based Management and Budgeting Responsibilities**  
**THE LATINO COMMISSION**  
**July 1, 2002 through June 30, 2003**

**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. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- 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.

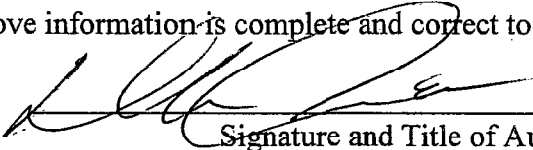
The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. 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>DEBRA CAMARILLO</u>		
Name of 504 Person	-	Type or Print
<hr/>		
<u>LATINO COMMISSION</u>	<u>301 GRAND AVE.,</u>	<u>SUITE 301</u>
Name of Contractor(s)	-	Street Address or P.O. Box
<hr/>		
<u>SO. SAN FRANCISCO,</u>	<u>CA</u>	<u>94080</u>
City	State	Zip Code

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

<u>9/06/02</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 COMPLIANCE**

Agreement with

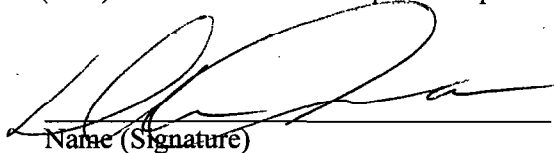
**THE LATINO COMMISSION**

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 as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 applicant 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 will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
Name (Signature)

EXECUTIVE ADMINISTRATOR  
Title

9/06/02  
Date

Revised 7/26/02

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**ATTACHMENT 3**  
**HIV/AIDS Services**  
**THE LATINO COMMISSION**  
**July 1, 2002 through June 30, 2003**

- 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 program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - 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 Administrator. 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 Administrator, 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 (Fee-For-Service Agreements)**  
**THE LATINO COMMISSION**  
**July 1, 2002 through June 30, 2003**

**1. Final Settlement Payment**

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 Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**5. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.



7. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**THE LATINO COMMISSION**  
**July 1, 2002 through June 30, 2003**

**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 (10) calendar 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 addenda 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:
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; and
  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:
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; and
  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. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

- 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.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements)**

#### **THE LATINO COMMISSION**

**July 1, 2002 through June 30, 2003**

#### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 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:

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 the Human Services Agency or her designee. 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. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 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; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), 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 Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for 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 Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

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; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive 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; and
    - 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 Administrator, 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 participant's 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 state and federal laws and regulations, including but not limited to the following:

- 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 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 Administrator).
  - 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.
    - 1) If the Alcohol and Drug Services Administrator, 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.
    - 2) 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. below, 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator 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 shall 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.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and 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 Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to:

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; and
6. serious property damage.

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**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor: LATINO COMMISSION  
Contact Person: SONIA E. ELLIS  
Address: 301 GRAND AVE., SUITE 301  
SOUTH SAN FRANCISCO, CA. 94080  
Phone Number: (650) 244-1446 Fax Number: (650) 244-1227

**II. Employees**

Does the Contractor have any employees?   X   Yes        No

Does the Contractor provide benefits to spouses of employees?   X   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.

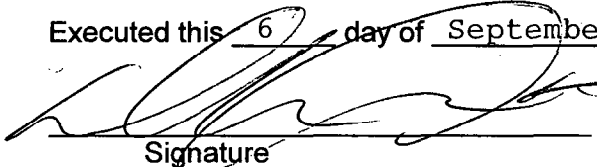
☐ No, the Contractor does not comply.

☐ 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 6 day of September, 2002 at San Francisco, Ca  
(City)

  
\_\_\_\_\_  
Signature

DEBRA CAMARILLO

\_\_\_\_\_  
Name (Please print)

EXECUTIVE ADMINISTRATOR

94-3149136

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor Tax Identification Number



**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**THE LATINO COMMISSION**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
- A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
  - B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:
- A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
  - B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
6. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: September 27, 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: Latino Commission on Alcohol and Drug Abuse of San Mateo County

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

DUTIES:

Provide residential alcohol and drug treatment services to men and women.

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

Remarks/Comments:

Signature:

*Priscilla Morse*

Risk Management

Insform.wp

## CERTIFICATE OF LIABILITY INSURANCE

DATE

09/27/2001

## PRODUCER

All-Cal Insurance Agency  
420 Folsom Road, Suite #C

Roseville CA 95678-

## INSURED

Latino Commission on Alcohol & Drug  
301 Grand Avenue, #301

South San Francisco CA 94080-

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: Nonprofits Ins Alliance Of CA

INSURER B: STATE FUND WORKERS COMPENSATION

INSURER C: FIDELITY &amp; DEPOSIT COMPANY

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY		/ /	/ /	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	2001-04560	10/02/2001	10/02/2002	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIAB.				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> IMPROPER SEXUAL CON.		/ /	/ /	GENERAL AGGREGATE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		/ /	/ /	IMPROPER SEXUAL CON. 250,000
A	AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	2001-04560	10/02/2001	10/02/2002	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		/ /	/ /	AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	OTHER THAN EA ACC \$
			/ /	/ /	AUTO ONLY: ACG \$
	GARAGE LIABILITY		/ /	/ /	EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO		/ /	/ /	AGGREGATE \$
			/ /	/ /	\$
	EXCESS LIABILITY		/ /	/ /	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE		/ /	/ /	\$
	<input type="checkbox"/> DEDUCTIBLE		/ /	/ /	\$
	RETENTION \$		/ /	/ /	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	POLICY # T B D	09/24/2001	09/24/2002	<input checked="" type="checkbox"/> UP STATUT. LIMITS <input type="checkbox"/> OTHER
			/ /	/ /	E.L. EACH ACCIDENT \$ 1,000,000
			/ /	/ /	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
			/ /	/ /	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER				LIMITS 150,000
	CRIME/EMPLOYEE DIS.	CCP0053050	07/19/2001	07/19/2002	DEDUCTIBLE 750
	FORGERY/ALTERATION				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
THE COUNTY OF SAN MATEO, ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED AS A FUNDING SOURCE FOR THE ACTIVITIES OF THE INSURED UNDER THIS AGREEMENT

CERTIFICATE HOLDER ☒ ADDITIONAL INSURED; INSURER LETTER: A  
THE COUNTY OF SAN MATEO/CONTRACTS & INSURANCE  
ATTN: JANE MARKS  
262 HARBOR BLVD.  
BELMONT CA 94002-

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

INS025S (0910)

ELECTRONIC LASER FORMS, INC. - (800) 327-0545

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Page 1 of 1

**POLICY NUMBER:2001-04560**

**POLICY TYPE:LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED---DESIGNATED PERSON OR ORGANIZATION:  
THE COUNTY OF SAN MATEO**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**POLICY TYPE:LIABILITY**

**SCHEDULE:10/02/2001 - 10/02/2002**

**NAME OF PERSON OR ORGANIZATION:  
THE COUNTY OF SAN MATEO**

**ADDITIONAL WORDING IF NECESSARY:THE COUNTY OF SAN MATEO, ITS  
OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED AS ADDITIONAL  
INSURED AS A FUNDING SOURCE FOR THE ACTIVITIES OF THE INSURED UNDER  
THIS AGREEMENT**

**(If no entry appears above, information required to complete this endorsement  
will be shown in the Declarations as applicable to this endorsement.)**

**WHO IS AN INSURED (Section II) is amended to include as insured the person or  
organization shown in the Schedule as an insured but only with respect to  
liability arising out of your operations or premises owned by or rented to  
you.**

**Copyright, Insurance services Office, Inc. 1984**



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

***PROJECT NINETY, INC.***

**For the Period of**

***July 1, 2002 through June 30, 2003***

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

**FEE-FOR-SERVICE AGREEMENT WITH  
PROJECT NINETY, 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, PROJECT NINETY, INC., hereinafter called "Contractor";

**WITNESSETH:**

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

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

**1. Exhibits and Attachments**

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

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit C: Outcome Based Management (OBM) 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

Attachment 8: Additional State Negotiated Net Amount (NNA) Requirements



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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachment 4 herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date

Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.

G. Treatment Services For Which Payment is Made Under This Agreement

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of 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) damages 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 the Human Services Agency 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 of 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) Excess 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 Ordinance 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above 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 applicant 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 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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, 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

**B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

A. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2002, through June 30, 2003.

B. This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
Project Ninety, Inc.  
720 South "B" Street, Suite 3  
San Mateo, CA 94401

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: \_\_\_\_\_

PROJECT NINETY, INC.

James H. Stansberry, Executive Director  
Name, Title - Print

James H. Stansberry  
Signature

Date: September 6, 2002

Contractor's Tax I.D. # 23-7398688

**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and**  
**SB 223 Funded Alcohol and Drug Treatment Services**  
**PROJECT NINETY, INC.**  
**July 1, 2002 through June 30, 2003**

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, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. 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 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. Purchase computer equipment and furnishings necessary to support the SACPA/Proposition 36 treatment services.
2. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.

B. SACPA/Proposition 36 Residential Alcohol and Drug Treatment Services

In addition to Contractor's basic residential alcohol and drug treatment services, Contractor will also provide services to individuals with co-occurring disorders as defined in Section III.C.1. of Attachment 6. Contractor's basic men's residential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic 90 day men's residential treatment program will include: individual and group counseling, family groups, the 12-step model of recovery, introduction to Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) meetings, life skills training, transportation, relapse prevention, and aftercare planning.
3. Access to ancillary support services including: 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive education and job training through Welfare-to-Work, Peninsula Works, and the Family Self-Sufficiency Team (FSST), legal issues, housing, and health/mental health issues.
4. In addition, Contractor will provide men's residential alcohol and drug treatment services to men who have co-occurring disorders. Services will include the same basic treatment services, plus medication monitoring, psychiatric counseling, longer group sessions, and mental health support services.
  - a. Contractor will have in place written policies and procedures regarding the monitoring of program participants with co-occurring disorders and the monitoring of medications.

C. SACPA/Proposition 36 Working Men's Residential Alcohol and Drug Treatment Services

Contractor's basic working men's residential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter, and other basic needs, addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.

2. Contractor's basic 90 day working men's residential treatment program will include a minimum of: 2 individual and 4 group counseling sessions, per program participant, per month, weekly family groups, the 12-step model of recovery, and financial planning.
3. Access to ancillary support services including: 12-step meetings, HIV/AIDS testing and education, vocational counseling, employment placement, counseling for issues including anger management, and molestation/sexual/violence issues, and family services.

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

Contractor's basic intensive day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic 90 day intensive day treatment services will include a minimum of 2 individual and 8 group counseling sessions per month, per program participant (e.g. monthly treatment episode).
3. Curriculum will include a structured program including individual and group counseling, light snacks, art therapy, and alcohol and drug-free recreation and family socialization activities.
4. Access to ancillary support services including: transportation legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and health/mental health assessments.

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 ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414). 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. SACPA/Proposition 36 Start-up Rates  
From these funds County shall pay Contractor an advance payment of TWELVE THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$12,550) 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. Contractor's start-up activities will comply with Section III.A.1. of Attachment 6. Payment shall be based on estimate of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and costs will be made upon submission of receipts by Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/Proposition 36 start-up funds exceed TWELVE THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$12,550).

B. Treatment Service Rates

From the aggregate funds County shall pay Contractor at the following rates:

1. \$58.00 per bed day for residential treatment services, including food, shelter and other basic needs;
2. \$91.00 per bed day for residential treatment services for program participants with co-occurring disorders, including food shelter and other basic needs;
3. 35.00 per bed day for the working men's residential treatment program.; and;
4. \$59.00 per visit day for intensive day treatment services which will include light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation).

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 both residential and intensive day treatment services.

D. Contractor's monthly itemized bill will include the following:

1. Name of program participant receiving SACPA/Proposition 36 funded services, modality (residential, co-occurring disorders, working's men's residential, or intensive day treatment), and the name of the referring SACPA/Proposition 36 team member.
2. Dates services were provided, the number of bed days provided for residential, or number of visit days provided for intensive day treatment services, broken down by program participant.
3. Number of staff hours provided for intensive day treatment services each month.
4. Total amount of the bill for each month, by 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. SB 223 FUNDED DRUG TESTING**

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. SB 223 services must be provided in accordance with the California Health and Safety Code regulations 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 are not 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:
  - a) determining unamenability to treatment, or
  - b) 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. SB 223 Drug Testing Payment Rates

In full consideration of the SB 223 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 FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor as follows:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.
  - c) Total amount of the bill for SB 223 drug testing services for each month.
3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) 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.

**EXHIBIT B**  
**Drug Court Alcohol and Drug Treatment Services and Payments**  
**PROJECT NINETY, INC.**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court alcohol and drug treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's CDCI Drug Court 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 will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants", who are referred by San Mateo County Drug Court Teams to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team.

**A. CDCI Funded Drug Court Residential Alcohol and Drug Treatment Services**

Contractor's basic CDCI residential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI], ), food, shelter and other basic needs, treatment planning, follow-up at 3-months and 9-months after intake for each program participant, relapse prevention, case management, aftercare planning, follow-up for each program participant, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.

3. Access to ancillary support services which may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search, and medical/mental health assessments to those program participants identified as having special needs.

## **II. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team), and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of the Drug Court formal referral process as evidenced by the referral form which must be signed by an Alcohol and Drug Social Worker and the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If during the course of his/her care a Drug Court program participant needs to be transferred 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 Services Social Worker.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**III. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court 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:

- A. ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for CDCI funded treatment services.
- B. From these funds County shall pay Contractor at the rate of \$40.43 per bed day, per individual served, for services provided for CDCI funded residential alcohol and drug treatment services, including food, shelter and other basic needs.
- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these Drug Court alcohol and drug treatment services:
- D. Contractor's monthly itemized bill will include the following:
  - 1. Name of program participants receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member for each program participant, and funding source (CDCI).
  - 2. Dates services were provided for Drug Court alcohol and drug treatment services, broken down by program participant and funding source.
  - 3. Total amount of the bill for each month, for each funding source.
  - 4. Contractor will submit itemized bill and invoice 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.

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**PROJECT NINETY, INC.**  
**July 1, 2002 through June 30, 2003**

**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. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- 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>David Meeds</u>	<u>David Meeds</u>
Name of 504 Person	Type or Print
<u>Project Ninety Inc</u>	<u>720 South B St # 3</u>
Name of Contractor(s)	Street Address or P.O. Box
<u>SAN MATEO</u>	<u>CA</u>
City	State
	<u>94401</u>
	Zip Code

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

<u>9/6/02</u>	<u>James H. Stansberry, Exec 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 COMPLIANCE**

Agreement with

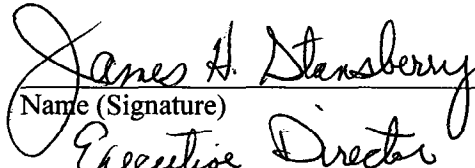
**PROJECT NINETY, INC.**

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 as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 applicant 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 will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

9-6-02

Revised 7/26/02

attach2.doc

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**PROJECT NINETY, INC.**  
**July 1, 2002 through June 30, 2003**

- 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 program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - 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 Administrator. 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 Administrator, 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 (Fee-For-Service Agreements)**  
**PROJECT NINETY, INC.**  
**July 1, 2002 through June 30, 2003**

**1. Final Settlement Payment**

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 Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**5. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

7. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**PROJECT NINETY, INC.**  
**July 1, 2002 through June 30, 2003**

**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 (10) calendar 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 addenda 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:
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; and
  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:
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; and
  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. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

- 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.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements) PROJECT NINETY, INC. July 1, 2002 through June 30, 2003**

#### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 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:  
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 the Human Services Agency or her designee. 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. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 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; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), 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 Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for 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 Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

**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; and
  4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive 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; and
      - 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 Administrator, 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 participant's 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 state and federal laws and regulations, including but not limited to the following:

- 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 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 Administrator).
  - 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.
    - 1) If the Alcohol and Drug Services Administrator, 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.
    - 2) 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. below, 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator 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 shall 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.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and 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 Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to:

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; and
6. serious property damage.

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**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor:

PROJECT NINETY INC

Contact Person:

CANDY HOBLOCK

Address:

750 SOUTH B STREET

SAN MATEO, CA 94401

Phone Number:

650-579-7881

Fax Number: 650-579-2640

**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 6<sup>th</sup> day of September, 2002 at SAN MATEO  
(City)

James H. Stensberry  
Signature  
Executive Director  
Title

James H. Stensberry  
Name (Please print)  
23-7398688  
Contractor Tax Identification Number

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**PROJECT NINETY INC.**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
  - A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
  - B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:
  - A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
  - B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
6. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: July 29, 2002

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: Project Ninety, Inc.

DOES CONTRACTOR TRAVEL? Yes

## DUTIES:

Provide residential alcohol and drug treatment services to male adults and adolescents

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$2M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Additional Insured				
Automobile Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excess Liability	<u>\$5M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>Statutory</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> No employees				

Remarks/Comments:

Signature:

  
Risk Management

Insurance Request Form.doc

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

06/28/2002

PRODUCER (650)341-4484 FAX (650)341-4465  
Business Professional Ins. Assoc. Inc.  
1519 South B Street  
San Mateo, CA 94402  
Marge Riley

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 Project Ninety, Inc.  
% Carolyn Holochuck  
720 South B Street, #3  
San Mateo, CA 94401

FAX 650 579 2640

INSURER A: NIAC  
INSURER B: State Compensation Ins. Fund  
INSURER C: Philadelphia % Cooper & McCloskey  
INSURER D: Royal Indemnity % Heath Ins. Brokers  
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	2002-08509-NPO	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 1,000,000
	<input checked="" 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
	Professional Liab				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	2002-08509-NPO	07/01/2002	07/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input 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 \$
A	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY	2002-08509-UMB-NPO	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
B	<input type="checkbox"/> DEDUCTIBLE				
	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1642242	07/01/2002	07/01/2003	WC STATUTORY LIMITS \$
					OTHER \$
C	OTHER Building	2002-08509-NPO	07/01/2002	07/01/2003	E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate holder is named as additional insured in regards to insured's business operations  
Additional Insured applies to General Liability policy only, per form CG 2026 1185.  
Ten [10] day notice of cancellation for non-payment of premium shall apply

## CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

## CANCELLATION

County of San Mateo  
Alcohol and Drug Program  
400 Harbor Blvd.  
Belmont, CA 94002

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.

AUTHORIZED REPRESENTATIVE

Peter Kelly/FAR00Q



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

***PYRAMID ALTERNATIVES***

**For the Period of**

***July 1, 2002 through June 30, 2003***

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



**FEE-FOR-SERVICE AGREEMENT WITH  
PYRAMID ALTERNATIVES  
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, PYRAMID ALTERNATIVES, hereinafter called "Contractor";

**WITNESSETH:**

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

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

**1. Exhibits and Attachments**

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

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit C: Outcome Based Management (OBM) 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
Attachment 8:	Additional State Negotiated Net Amount (NNA) Requirements

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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachment 4 herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date

Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.

G. Treatment Services For Which Payment is Made Under This Agreement

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of 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) damages 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 the Human Services Agency 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 of 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 Ordinance 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above 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 applicant 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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, 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

**B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

**A.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2002, through June 30, 2003.

**B.** This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

**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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
Pyramid Alternatives  
480 Manor Plaza  
Pacifica, CA 94044

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: \_\_\_\_\_

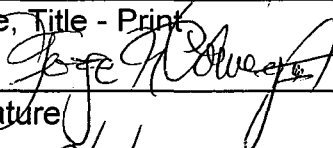
ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

PYRAMID ALTERNATIVES

GEORGE TORNEY EXECUTIVE DIRECTOR  
Name, Title - Print

  
Signature

Date: 9/6/02

Contractor's Tax I.D. # 94-2251653

**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**and SB 223 Funded Alcohol and Drug Treatment Services**  
**PYRAMID ALTERNATIVES**  
**July 1, 2002 through June 30, 2003**

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, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), 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's basic 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 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 Outpatient Alcohol and Drug Treatment Services  
Contractor's outpatient services will be culturally and language appropriate in English, Spanish and Tagalog; and will also be culturally appropriate for the gay and lesbian population as necessary. Contractor will also provide services to individuals with co-occurring disorders as defined in Section III.C. of Attachment 6, herein. Contractor's basic outpatient treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, urine screening, relapse prevention, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.

2. Contractor's basic outpatient treatment services will include a minimum of 12 weeks of outpatient services including: 2 individual counseling sessions, 4 group counseling sessions, per month, per program participant.
3. Curriculum will include: psycho-educational sessions in content and function, and will address each program participant's unique issues such as: threat of suicide, co-occurring disorders, cultural, employment, health, anger management, sexual orientation, and other related issues including family issues.
4. Family sessions will include: psycho-education, parenting skills, developmental and maturation indicators, risk assessment and management, cultural and/or unique issues.
5. Access to ancillary services including: legal support, HIV/AIDS testing and education, health/mental health care, literacy assistance and supportive educational training, and job search.
6. In addition, program participants with a co-occurring disorder will receive Contractor's basic outpatient services plus groups specifically tailored for that population, which will be co-facilitated with Mental Health Services.
  - a. Program participants will be allowed prescribed psychotropic medications with written confirmation from the prescribing physician.

B. SACPA/Proposition 36 Substance Abuse Education and Intervention Services

Contractor's substance abuse education and intervention services will be culturally and language appropriate in English, Spanish and Tagalog; and will also be culturally appropriate for the gay and lesbian population as necessary. Contractor will also provide services to individuals with co-occurring disorders as defined in Section III.C. of Attachment 6, herein.

1. Contractor's basic substance abuse education and intervention services will include:
  - a. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, aftercare planning, and follow-up with Probation/Parole as required.

- b. Contractor's basic substance abuse education services will include a minimum of 5 months of substance abuse education services including: 21 group counseling sessions, per month, per program participant.
    - c. Curriculum will include: program participants and family members will psycho-education including a full range of subjects from the disease model of addiction to job and educational issues, family dynamics, building parenting skills, urine screening, on-going support in 12-step and similar programs.
    - d. Access to ancillary services including: health screening, HIV testing, tutoring, job skills, family support groups, plus other related services.
  - 2. Contractor's basic early intervention services will include:
    - a. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, aftercare planning, urine screening, and follow-up with Probation/ Parole as required.
    - b. Contractor's basic early intervention plan will include a minimum of 6 weeks of substance abuse education services including: 21 group counseling sessions, per month, per program participant.
    - c. Curriculum will include: program participants and family members will receive psycho-education including a full range of subjects from the disease model of addiction to job and educational issues, family dynamics, building parenting skills, on-going support in 12-step and similar programs.
    - d. Access to ancillary services including: health screening, HIV testing, tutoring, job skills, family support groups, plus other related services.
- C. SACPA/Proposition 36 Alcohol and Drug Treatment Readiness Services  
 Contractor's substance abuse education and intervention services will be culturally and language appropriate in English, Spanish and Tagalog; and will also be culturally appropriate for the gay and lesbian population as necessary. Contractor will also provide services to individuals with co-occurring disorders as defined in Section III.C. of Attachment 6, herein. Contractor's basic treatment readiness 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 after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic treatment readiness services will include a minimum of 2 1/2 weeks of treatment readiness services including: 2 individual and 2 group counseling sessions, per month, per program participant.
3. Curriculum will include: sessions which are psycho-educational in content and function, and will address each program participant's unique issues such as: threat of suicide, co-occurring disorders, cultural, employment, health, anger management, sexual orientation, and other related issues including family issues.
4. Family sessions will include: psycho-education, parenting skills, developmental and maturation indicators, risk assessment and management, cultural and/or unique issues.
5. Access to ancillary services including: legal support, HIV/AIDS testing and education, health/mental health care, literacy assistance and supportive educational training, and job search.
6. In addition, program participants with a co-occurring disorder will receive Contractor's basic treatment readiness services plus groups specifically tailored for that population, which will be co-facilitated with Mental Health Services.
  - a. Program participants will be allowed prescribed psychotropic medications with written confirmation from the prescribing physician.

## **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 RATES OF PAYMENT**

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 ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414). 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:

- 1. From these funds County shall pay Contractor at the rate of \$78.00 per available staff hour for substance abuse education, intervention, treatment readiness, outpatient, and intensive outpatient services.
- 2. 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.
- 3. Contractor's monthly itemized bill will include the following:
  - a. Name of program participant receiving SACPA/Proposition 36 funded services, and name of the referring SACPA/Proposition 36 team member.
  - b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, by modality (i.e. substance abuse education, intervention, treatment readiness, outpatient, or intensive outpatient).
  - c. Number of group counseling hours provided, broken down by program participant, by modality.



- d. Number of staff hours each month, by modality.
- e. Total amount of the bill for each month, by modality.
- f. Contractor will submit itemized bill and invoice 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.

**V. SB 223 FUNDED DRUG TESTING**

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. SB 223 services must be provided in accordance with the California Health and Safety Code requirements 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 are not 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:
  - a) determining unamenability to treatment, or
  - b) 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. SB 223 Drug Testing Payment Rates

In full consideration of the SB 223 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 FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor as follows:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.
  - c) Total amount of the bill for SB 223 drug testing services for each month.
3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) 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.

**EXHIBIT B**  
**Drug Court Treatment Services and Payments**  
**PYRAMID ALTERNATIVES**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will admit individuals referred by the San Mateo County Drug Court team, to these services.

**A. Nonresidential Alcohol and Drug Treatment Services**

Contractor's basic nonresidential 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, relapse prevention, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, health care, literacy assistance and supportive educational training, and job search.

**II. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A.** Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team), and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.

- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Social Worker and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court 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.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

### **III. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court 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:

- A. ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for CDCI funded treatment services.
- B. From these funds County shall pay Contractor at the rate of \$38.00 per individual and group counseling hour provided.

- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI Drug Court nonresidential alcohol and drug treatment services.
- D. Contractor's monthly itemized bill will include the following:
  - 1. Name of Drug Court program participant receiving services, the name of the referring Drug Court team member, and funding source (i.e., CDCI).
  - 2. Dates services were provided for Drug Court nonresidential alcohol and drug treatment services, broken down by program participant, and indicating number of individual counseling hours provided per program participant, and funding source.
  - 3. Total number of group counseling hours provided each month, broken down by program participant, by funding source.
  - 4. Total number of staff hours provided each month, by funding source.
  - 5. Total amount of the bill for each month, by funding source.
  - 6. Contractor will submit itemized bill and invoice 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.

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**PYRAMID ALTERNATIVES**  
**July 1, 2002 through June 30, 2003**

**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. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- 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>GEORGE TORNEY</u>	
Name of 504 Person	Type or Print
<hr/>	
<u>RYAN ALTERNATIVES</u>	<u>480 MANOR RD</u>
Name of Contractor(s)	Street Address or P.O. Box
<hr/>	
<u>PACIFICA</u>	<u>CA</u>
City	State
	<u>94044</u>
	Zip Code

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

<u>9/6/02</u>	<u>[Signature]</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 COMPLIANCE**

Agreement with

**PYRAMID ALTERNATIVES**

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 as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 applicant 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 omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
Name (Signature)

EXECUTIVE DIRECTOR  
Title

9/6/02  
Date

Revised 7/26/02

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**ATTACHMENT 3**  
**HIV/AIDS Services**  
**PYRAMID ALTERNATIVES**  
**July 1, 2002 through June 30, 2003**

- 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 program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - 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 Administrator. 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 Administrator, 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 (Fee-For-Service Agreements)**  
**PYRAMID ALTERNATIVES**  
**July 1, 2002 through June 30, 2003**

**1. Final Settlement Payment**

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 Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**5. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

7. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**PYRAMID ALTERNATIVES**  
**July 1, 2002 through June 30, 2003**

**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 (10) calendar 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 addenda 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:
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; and
  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:
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; and
  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. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

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.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements) PYRAMID ALTERNATIVES July 1, 2002 through June 30, 2003**

#### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 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:

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 the Human Services Agency or her designee. 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. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 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; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), 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 Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for 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 Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

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; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive 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; and
    - 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 Administrator, 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 participant's 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 state and federal laws and regulations, including but not limited to the following:

- 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 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 Administrator).
  - 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.
    - 1) If the Alcohol and Drug Services Administrator, 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.
    - 2) 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. below, 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator 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 shall 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.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and 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 Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to:

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; and
6. serious property damage.

Attch6FFSFinal7-17-02.doc

**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor:

PYRAMID ALTERNATIVES

Contact Person:

GEORGE TORNEY

Address:

480 NANCY PLZ  
PACIFICA, CA 94044

Phone Number:

650.355.8787

Fax Number: 650.355.8780

**II. Employees**

Does the Contractor have any employees? X Yes      No

Does the Contractor provide benefits to spouses of employees? X 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 6 day of Sept, 20     at PACIFICA  
(City)

George Torney  
Signature

GEORGE TORNEY  
Name (Please print)

EXECUTIVE DIRECTOR  
Title

94-2251653  
Contractor Tax Identification Number

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**PYRAMID ALTERNATIVES**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
- A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
  - B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:
- A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
  - B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
6. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: January 28, 2002

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: Pyramid Alternatives

DOES CONTRACTOR TRAVEL? Yes

DUTIES:  
Provides nonresidential alcohol and drug treatment services.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>X</u> Additional Insured				
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Workers' Compensation	<u>Statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>      </u> No employees				

Remarks/Comments:  
This is a renewal certificate for the liability insurance.

Signature:

Priscilla Morse  
Risk Management

Insform.wp

# CERTIFICATE OF INSURANCE

**ERNEST BLOOMFIELD & ASSOCIATES**  
**REHABILITATION & RECOVERY INSURANCE AGENCY, INC.**  
 22 BATTERY STREET, SUITE 503  
 SAN FRANCISCO, CA. 94111

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.

## COMPANIES AFFORDING COVERAGE

COMPANY  
**A** NORTH RIVER INSURANCE COMPANY

COMPANY  
**B**

COMPANY  
**C**

COMPANY  
**D**

INSURED:  
**PYRAMID ALTERNATIVES**  
 480 MANOR PLAZA  
 PACIFICA, CA. 94044

## COVERAGES

THIS IS TO CERTIFY THAT 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, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TO BE DETERMINED	12-30-01	12-30-02	GENERAL AGGREGATE \$ 3,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 3,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000.00
					FIRE DAMAGE (Any one fire) \$ 300.00
					MED EXP (Any one person) \$ 15.00
A	AUTOMOBILE LIABILITY	TO BE DETERMINED	12-30-01	12-30-02	COMBINED SINGLE LIMIT \$ 1,000.00
	<input 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 \$
	<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 AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
A	OTHER PROFESSIONAL LIABILITY	TO BE DETERMINED	12-30-01	12-30-02	\$3,000,000 AGGREGATE \$1,000,000 EACH OCCURRENCE

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR AS A FUNDING SOURCE FOR THE INSURED PER FORM FM 101.0.1750 (0999) ATTACHED TO THE POLICY.

LETTERHEAD NO. 134

SAN MATEO COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES C/O HUMAN SERVICES AGENCY  
 DRUG AND ALCOHOL PROGRAM  
 400 HARBOR BOULEVARD, BUILDING C  
 BELMONT, CA. 94002

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

AUTHORIZED REPRESENTATIVE

ERNEST BLOOMFIELD *Ernest Bloomfield*

ACCOUNT NO. 836



**STATE  
COMPENSATION  
INSURANCE  
FUND**

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

JUNE 13, 2002

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

POLICY NUMBER:  
CERTIFICATE EXPIRES

1384250 - 02  
7-1-03

SAN MATEO COUNTY  
ATTN: PAULA NANNIZZI  
400 HARBOR BLVD BLDG C  
BELMONT CA 94002

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

This policy is not subject to cancellation by the Fund except upon <sup>30</sup>~~10~~ days' advance written notice to the employer.

We will also give you <sup>30</sup>~~10~~ days' advance notice should this policy be cancelled prior to its normal expiration.

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

*Tom Hansen*

AUTHORIZED REPRESENTATIVE

*KC Bollier*

PRESIDENT

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

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS NOTICE EFFECTIVE 07/01/02 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

PYRAMID ALTERNATIVES INC  
(A NON-PROFIT CORP.)  
480 MANOR PLZ  
PACIFICA CA 94044



**AN AGREEMENT BETWEEN**  
**COUNTY OF SAN MATEO**  
**AND**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**

**For the Period of**

***July 1, 2002 through June 30, 2003***

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

**FEE-FOR-SERVICE AGREEMENT WITH  
SERVICE LEAGUE OF SAN MATEO COUNTY  
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, SERVICE LEAGUE OF SAN MATEO COUNTY, hereinafter called "Contractor";

**WITNESSETH:**

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

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

**1. Exhibits and Attachments**

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

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit C: Outcome Based Management (OBM) 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

Attachment 8: Additional State Negotiated Net Amount (NNA) Requirements

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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachment 4 herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date

Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.

G. Treatment Services For Which Payment is Made Under This Agreement

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of 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) damages 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 the Human Services Agency 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 of 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 Ordinance 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above 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 applicant 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 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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, 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

**B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

**A.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2002, through June 30, 2003.

**B.** This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

**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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
Service League of San Mateo County  
727 Middlefield Road  
Redwood City, CA 94063

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: \_\_\_\_\_

SERVICE LEAGUE OF SAN MATEO COUNTY

ELIZABETH K. GHELETA, EXEC. DIRECTOR

Name, Title - Print

Elizabeth K. Gheleta  
Signature

Date: August 27, 2002

Contractor's Tax I.D. # 94-1661885

**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**and SB 223 Funded Alcohol and Drug Treatment Services**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2002 through June 30, 2003**

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'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 will comply with Title 9, Division 4, Chapter 2.5, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), 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", who are 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. Make alterations and renovations as required by Fire Marshall and City Code including installation of ceiling sprinkler system, outside stairs to bedrooms on second floor, and alternate lighting.
2. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.

B. SACPA/Proposition 36 Women's Residential Alcohol and Drug Treatment Services

Contractor's basic women's residential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, urine screening, addiction education and intervention, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. A structured program including individual and group alcohol and drug-related counseling, family reunification issues and relationships, discharge planning, and relapse prevention.
3. Curriculum will include: two 2-hour alcohol and drug-related education classes each week to address recovery issues including: alcohol and drug addiction and recovery, life skills, household budgeting, credit and time management, self-control, anger management, inter-personal problem solving skills, critical reasoning and recognition of values that influence behavior, consequences of behavioral choices, vocational education, job readiness, resume writing and continued education, conflict resolution and anger management, parenting skills and family workshops, socialization and communication skills, alcohol and drug-free leisure and socialization activities, physical fitness, nutrition and cooking, art therapy, hypnotherapy, health education including HIV/AIDS awareness, self-esteem building, stress management, and legal issues including court procedures.
4. Access to ancillary support services including: 12-step meetings, HIV/AIDS testing and education, literacy and vocational training, job search, health/mental health care, dental care, and support services.

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 RATES OF PAYMENT**

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 ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414). County shall pay Contractor in the manner described below:

- A. SACPA/Proposition 36 Start-up Rates  
From these funds County shall pay Contractor an advance payment of FORTY-EIGHT THOUSAND DOLLARS (\$48,000) 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. Contractor's start-up activities will comply with Section III.A. 1. of Attachment 6. Payment shall be based on estimate of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and costs will be made upon submission of receipts by Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/Proposition 36 start-up funds exceed FORTY-EIGHT THOUSAND DOLLARS (\$48,000).
- B. Treatment Service Rates
  - 1. From the aggregate funds County shall pay Contractor at the rate of \$82.53 per bed day provided for residential services, including food, shelter and other basic needs.



2. 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 modality (i.e. residential).
3. Contractor's monthly itemized bill will include:
  - a. Name of program participant receiving SACPA/Proposition 36 funded alcohol and drug treatment services, the name of the referring SACPA/Proposition 36 team member, and modality.
  - b. Dates services were provided for residential, and number of treatment hours provided for treatment readiness services, broken down by program participant.
  - c. Total amount of the bill for each month, broken down by modality.
  - d. Contractor will submit itemized bill and invoice 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. **DRUG TESTING:**

Contractor may be 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, as soon as County advises Contractor that the State of California has approved the County of San Mateo's SACPA plan. Services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/Proposition 36 services.

- A. 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:
  - a) determining unamenability to treatment, or
  - b) 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 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 FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor in the manner described below:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for each month. Staff hours are defined as available staff hours.
  - c) Total amount of the bill for testing services for each month.

3. Contractor will submit itemized bill and invoice 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**  
**Drug Court Treatment Services and Payments**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's basic 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 will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants", referred by San Mateo County Drug Court Team(s) to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT**  
**FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

**A. CDCI Funded Drug Court Women's Residential Alcohol and Drug Treatment Service Description**

Contractor's basic women's residential alcohol and drug treatment services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, relapse prevention, case management, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.

3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

## **II. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by a member of the Alcohol and Drug Services Social Worker Team (in conjunction with the Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services. 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 Drug Court 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 Team.
- C. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- D. All payments under this Agreement must directly support services specified in this Agreement.

## **III. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

In full consideration of Contractor's performance of the Drug Court 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:

- A. ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for CDCI funded Drug Court services.
- B. From these funds County shall pay Contractor at the rate of \$72.63 per bed day provided, per individual served, including food, shelter and other basic needs.
- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI Drug Court alcohol and drug treatment services.
- D. Contractor's monthly itemized bill will include the following:
  - 1. Name of Drug Court program participant receiving services, name of the referring Drug Court team member, and funding source (i.e., CDCI).
  - 2. Dates services were provided for Drug Court residential alcohol and drug treatment services, broken down by program participant, and funding source.
  - 3. Total amount of the bill for each month, by funding source.
  - 4. 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.

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2002 through June 30, 2003**

**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. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- 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.

ELIZABETH K. GHELETA

Name of 504 Person - Type or Print

SERVICE LEAGUE OF SAN MATEO CO. 727 MIDDLEFIELD RD.

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

REDWOOD CITY

City

CA

State

94063

Zip Code

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

8-27-02

Date

Elizabeth K. Ghelata, Exec. Director

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

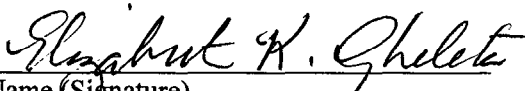
**SERVICE LEAGUE OF SAN MATEO COUNTY**

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 as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 applicant 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 will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
Name (Signature)

EXECUTIVE DIRECTOR  
Title

August 27, 2002  
Date

Revised 7/26/02

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**ATTACHMENT 3**  
**HIV/AIDS Services**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2002 through June 30, 2003**

- 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 program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - 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 Administrator. 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 Administrator, 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 (Fee-For-Service Agreements)**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2002 through June 30, 2003**

**1. Final Settlement Payment**

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 Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**5. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

7. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2002 through June 30, 2003**

**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 (10) calendar 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 addenda 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:
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; and
  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:
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; and
  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. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

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.



## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements) SERVICE LEAGUE OF SAN MATEO COUNTY July 1, 2002 through June 30, 2003**

#### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 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:

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 the Human Services Agency or her designee. 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. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 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; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), 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 Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for 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 Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

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; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive 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; and
    - 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 Administrator, 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 participant's 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 state and federal laws and regulations, including but not limited to the following:

- 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 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 Administrator).
  - 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.
    - 1) If the Alcohol and Drug Services Administrator, 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.
    - 2) 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. below, 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator 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 shall 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.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and 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 Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to:

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; and
6. serious property damage.

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**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor: SERVICE LEAGUE OF SAN MATEO CO.  
Contact Person: ELIZABETH K. GHELETA  
Address: 727 MIDDLEFIELD RD.  
REDWOOD CITY, CA 94063  
Phone Number: 650-364-4664 Fax Number: 650-365-6817

**II. Employees**

Does the Contractor have any employees? X Yes        No  
Does the Contractor provide benefits to spouses of employees?        Yes X 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 27<sup>th</sup> day of August, 2002 at Redwood City  
(City)

Elizabeth K. Ghelata  
Signature

ELIZABETH K. GHELETA  
Name (Please print)

EXECUTIVE DIRECTOR  
Title

94-1661885  
Contractor Tax Identification Number

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:

A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.

B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:

A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
6. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: November 15, 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: Service League of San Mateo County

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

DUTIES:

Provide alcohol and drug treatment services (residential and treatment readiness) to women and women with children.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$2 M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>X</u> Additional Insured				
Automobile Liability	<u>\$1 M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>\$2 M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Workers' Compensation	<u>Statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>      </u> No employees				

Remarks/Comments:

Signature:

*Priscilla Morse*

Risk Management

Insform.wp



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/13/01

**PRODUCER**

ARCHBOLD & FATHER INS.  
505 RAINSVILLE ROAD  
PETALUMA, CA. 94952

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**

SERVICE LEAGUE OF SAN  
MATEO COUNTY  
727 MIDDLEFIELD ROAD  
REDWOOD CITY, CA. 94063

INSURER A: FIRST NATIONAL INS. CO.  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR- LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CP7750417J	11-14-01	11-14-02	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$200,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	BA7750417J	11-14-01	11-14-02	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" 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 \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER	LP7750417H	11-14-01	11-14-02	1,000,000/OCC. 2,000,000/AGG.
	PROFESSIONAL LIABILITY				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

**CERTIFICATE HOLDER**

☒ ADDITIONAL INSURED: INSURER LETTER:

**CANCELLATION**

COUNTY OF SAN MATEO  
ALCOHOL & DRUG SERVICES  
400 HARBOR BLVD., BLDG. C  
BELMONT, CA. 94002

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

AUTHORIZED REPRESENTATIVE

*James E. A. [Signature]*

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

**CERTIFICATE OF WORKERS COMPENSATION INSURANCE**

ISSUE DATE: 11-01-01

POLICY NUMBER: 0431152 01  
CERTIFICATE EXPIRES: 11-01-02

SAN MATEO COUNTY  
ALCOHOL & DRUG DIVISION  
400 HARBOR BLVD  
BELMONT, CA 94002

This is to certify that a valid workers compensation insurance policy has been approved by the California Insurance Commissioner for the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice if this policy is canceled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued, no insurance policy or insurance afforded by the policies described herein is subject to the terms, exclusions and conditions of such policies.

*Kenneth C. Butler*  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE

EMPLOYER

LEGAL NAME

SERVICE LEAGUE OF SAN MATEO  
1727 MIDDLEFIELD RD  
REDWOOD CITY, CA 94063

SERVICE LEAGUE OF SAN MATEO  
(A NON-PROFIT CORP.)



**AN AGREEMENT BETWEEN**  
**COUNTY OF SAN MATEO**  
**AND**  
***SITIKE COUNSELING CENTER***

**For the Period of**

***July 1, 2002 through June 30, 2003***

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

**FEE-FOR-SERVICE AGREEMENT WITH  
SITIKE COUNSELING CENTER  
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, SITIKE COUNSELING CENTER, hereinafter called "Contractor";

**WITNESSETH:**

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

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

**1. Exhibits and Attachments**

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

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit C: Outcome Based Management (OBM) 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

Attachment 8: Additional State Negotiated Net Amount (NNA) Requirements

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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachment 4 herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date

Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.

G. Treatment Services For Which Payment is Made Under This Agreement

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of 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) damages 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 the Human Services Agency 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 of 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 Ordinance 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above 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 applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E. Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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, 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

**B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

A. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2002, through June 30, 2003.

B. This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
Sitike Counseling Center  
306 Spruce Avenue  
South San Francisco, CA 94080

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: \_\_\_\_\_

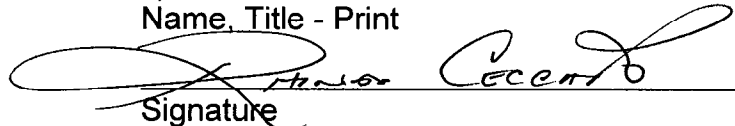
ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

SITIKE COUNSELING CENTER

RHONDA CECCATO - EXECUTIVE DIRECTOR  
Name, Title - Print

  
Signature

Date: 8/22/02

Contractor's Tax I.D. # 910-3283-9

**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**SITIKE COUNSELING CENTER**  
**July 1, 2002 through June 30, 2003**

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, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. Contractor's 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 will possess and maintain the appropriate licensure and/or certification required to provide the services described below. 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 Outpatient Alcohol and Drug Treatment Services**  
Contractor's basic outpatient alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, after care planning, urine screening, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. Contractor's basic outpatient treatment services will include: 4 individual and 4 group counseling sessions, per program participant, per month.
3. Curriculum will include: physiological, psychological and spiritual aspects of addiction, treatment planning, development of psychological and emotional tools to maintain abstinence, and begin to address family, employment and financial issues, education about and development of tools to deal with craving and withdrawal symptoms, nutritional information as it relates to

recovery, information and education regarding the disease of addiction and its progression, and relapse prevention.

4. Access to ancillary services including: acupuncture treatment, 12-step meetings, education on HIV/AIDS, hepatitis C and tuberculosis, job skill assessment and training, referrals for housing, health and mental health services, and literacy assessment and training.

**B. SACPA/Proposition 36 Alcohol and Drug Day Treatment Services**  
Contractor's basic alcohol and drug day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. Contractor's basic day treatment services will include: 5 individual and 20 group counseling sessions, 20 transportation trips, 80 hours of child care, per program participant, per month.
3. Curriculum will include: treatment planning, early recovery, education about and development of tools to deal with craving and other withdrawal symptoms, nutritional information as it relates to recovery, information and education regarding the disease of addiction and its progression, physiological, psychological and spiritual aspects of addiction and development of the emotional and psychological tools to maintain abstinence, relapse prevention including: identification of triggers, actions to be taken to avoid relapse and identification of people, places and situations that program participants need to come to terms with in order to support on-going recovery, family issues, employment, and financial and legal issues.
4. Access to ancillary support services including: acupuncture treatment, 12-step meetings, education on HIV/AIDS, hepatitis C and tuberculosis, health screening, life skills training, family therapy, referral for job skills assessment and training, and referrals for housing and literacy assessment and training.

**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 RATES OF PAYMENT**

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 ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414). County shall pay Contractor in the manner described below:

- 1. From these funds County shall pay Contractor at the rate of:
  - a. \$75.30 per available staff hour for outpatient services; and
  - b. \$135.28 per treatment visit day provided for day treatment services including light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation).
- 2. 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 modality, as described above.
- 3. Contractor's monthly itemized bill will include:
  - a. Name of program participant receiving SACPA/Proposition 36 funded services, type of service (by modality i.e.,

outpatient or day treatment), and the name of the referring SACPA/Proposition 36 team member.

- b. Dates services were provided, and the number of individual counseling hours provided by program participant, by modality, and funding source.
- c. Number of group counseling sessions provided, by program participant for outpatient services, by funding source.
- d. Number of treatment visit days provided for day treatment services, broken down by program participant, and funding source.
- e. Number of staff hours provided, broken down by modality, and funding source.
- f. Total amount of the bill for each month, by modality.
- g. Contractor will submit itemized bill and invoice 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. DRUG TESTING**

Contractor may be 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, as soon as County advises Contractor that the State of California has approved the County of San Mateo's SACPA plan. Services must be provided in accordance with the California Health and Safety Code regulations for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/Proposition 36 services.

- A. 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:
  - a) determining unamenability to treatment, or
  - b) 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 FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor in the manner described below:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for each month. A staff hour is defined as an available staff hour.
  - c) Total amount of the bill for testing services for each month.

3. Contractor will submit itemized bill and invoice 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**  
**Drug Court Treatment Services and Payments**  
**SITIKE COUNSELING CENTER**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's 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 will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT**  
**FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

**A. CDCI Funded Drug Court Nonresidential Alcohol and Drug Treatment Services**

Contractor's basic nonresidential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

**II. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court, or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Social Worker and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court 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.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**III. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

In full consideration of the Drug Court 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:

- A. ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for CDCI funded treatment services.
1. From these funds County shall pay Contractor at the rate of \$37.00 per individual and group counseling hour provided.
  2. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI funded alcohol and drug treatment services.
  3. Contractor's monthly itemized bill will include the following:
    - a. Name of program participant receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member, and funding source (i.e., CDCI).
    - b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and funding source.
    - c. Number of group counseling hours provided, broken down by program participant, modality, and funding source.
    - d. Number of staff hours each month, by modality, by funding source.
    - e. Total amount of the bill for each month, for each modality, and funding source.
    - f. Contractor will submit itemized bill and invoice 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.

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**SITIKE COUNSELING CENTER**  
**July 1, 2002 through June 30, 2003**

**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. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- 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>RHONDA PECCATO</u>		
Name of 504 Person	-	Type or Print
<u>Sitike Counseling Center</u>		<u>306 Space Ave</u>
Name of Contractor(s) - Type or Print		Street Address or P.O. Box
<u>South San Francisco</u>		<u>SSF, CA 94080</u>
City	State	Zip Code
	<u>CA</u>	<u>94080</u>

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

<u>8/22/00</u>	<u>Rhonda Peccato</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 COMPLIANCE

Agreement with

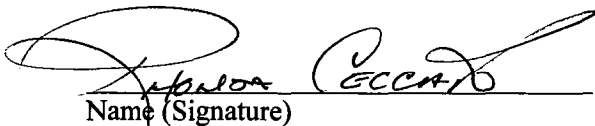
SITIKE COUNSELING CENTER

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 as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 applicant 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 will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
Name (Signature)

EXECUTIVE DIRECTOR  
Title

8/22/02  
Date

Revised 7/26/02

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**ATTACHMENT 3**  
**HIV/AIDS Services**  
**SITIKE COUNSELING CENTER**  
**July 1, 2002 through June 30, 2003**

- 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 program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - 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 Administrator. 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 Administrator, 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 (Fee-For-Service Agreements)**  
**SITIKE COUNSELING CENTER**  
**July 1, 2002 through June 30, 2003**

**1. Final Settlement Payment**

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 Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**5. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

**7. Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**SITIKE COUNSELING CENTER**  
**July 1, 2002 through June 30, 2003**

**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 (10) calendar 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 addenda 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:
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; and
  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:
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; and
  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. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and



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.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements)**

#### **SITIKE COUNSELING CENTER**

**July 1, 2002 through June 30, 2003**

#### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 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:

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 the Human Services Agency or her designee. 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. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 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; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), 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 Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for 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 Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

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; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive 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; and
    - 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 Amnestic 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 Administrator, 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 participant's 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 state and federal laws and regulations, including but not limited to the following:

- 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 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 Administrator).
  - 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.
    - 1) If the Alcohol and Drug Services Administrator, 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.
    - 2) 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. below, 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator 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 shall 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.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and 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 Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to:

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; and
6. serious property damage.

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**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor: Sitike Counseling Center  
Contact Person: 306 Spence Ave  
Address: South San Francisco CA 94080  
Phone Number: 589-9305 Fax Number: 589-9330

**II. Employees**

Does the Contractor have any employees? X Yes        No  
Does the Contractor provide benefits to spouses of employees?        Yes X No  
\* If the answer to one or both of the above is no, please skip to Section IV.\*

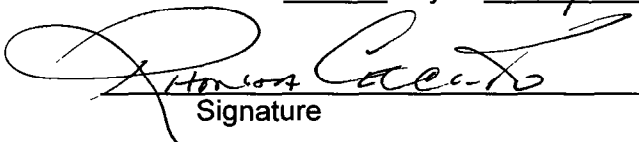
**III. Equal Benefits Compliance (Check one)**

- ☐ 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 22nd day of August, 2002 at South San Francisco  
(City)

  
Signature

RHONDA CECCATO  
Name (Please print)

Executive Director  
Title

910-3283-9  
Contractor Tax Identification Number

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**SITIKE COUNSELING CENTER**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:

A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.

B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:

A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
6. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)



COUNTY OF SAN MATEO  
Departmental Correspondence

Date: July 29, 2002  
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: Sitike Counseling Services

DOES CONTRACTOR TRAVEL?  
Yes

DUTIES:  
Provide nonresidential alcohol and drug treatment services to adults and pregnant/parenting women and their children.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability <u>  X  </u> Additional Insured	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Workers' Compensation <u>      </u> No employees	<u>Statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>

Remarks/Comments:

Signature: Priscilla Morse  
Risk Management

Insurance Request Form.doc



# CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yyyy)

07/24/02

Producer (510) 222-8643  
GALEN HAYES INSURANCE AGENCY  
3550 SAN PABLO DAM ROAD # C  
EL SOBRANTE, CA 94803

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.

## COMPANIES AFFORDING COVERAGE

Company A	PHILADELPHIA INDEMNITY INSURANCE CO
Company B	STATE COMPENSATION INSURANCE FUND
Company C	PHILADELPHIA INDEMNITY INSURANCE CO
Company D	PHILADELPHIA INDEMNITY INSURANCE CO

Insured SITIK01-DRG

SITIKE, INC.  
306 SPRUCE AVENUE  
SOUTH SAN FRANCISCO CA 94080

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Contractor's Protective <input checked="" type="checkbox"/> <b>PROF. LIAB</b>	PHPK024654	07/01/02	07/01/03	General Aggregate \$ 2,000,000 Products-Completed Ops Agg \$ 2,000,000 Personal & Advertising Injury \$ 1,000,000 Each Occurrence \$ 1,000,000 Fire Damage (any 1 fire) \$ 100,000 Medical Expense (any one person) \$ 5,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	PHPK024654	07/01/02	07/01/03	Combined Single Limit \$ 1,000,000 Bodily Injury (per person) \$ Bodily Injury (per accident) \$ Property Damage \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> Any Auto				Auto Only - Each Accident \$ Other Than Auto Only \$ Each Accident \$ Aggregate \$
C	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form	PHUB009794	07/01/02	07/01/03	Each Occurrence \$ 1,000,000 Aggregate \$ 1,000,000
B	<b>WORKERS' COMPENSATION &amp; EMPLOYERS' LIABILITY</b> The Proprietor/ Partners/Executive Officers are: <input type="checkbox"/> Incl <input type="checkbox"/> Excl	1702054-02	07/01/02	07/01/03	<input checked="" type="checkbox"/> Statutory Limit <input type="checkbox"/> Other EL Each Accident \$ 1,000,000 EL Disease-Policy-Limit \$ 1,000,000 EL Disease-Ea Employee \$ 1,000,000
D	<b>D &amp; O</b>	PHSD031981	07/01/02	07/01/03	\$1,000,000
A	<b>PROPERTY</b>	PHPK024654	07/01/02	07/01/03	\$50,000. \$500 DED

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER ENDORSED AS ADDITIONAL INSURED, CG20261185 ATTACHED

## CERTIFICATE HOLDER

## CANCELLATION

SAN MATEO COUNTY  
ALCOHOL AND DRUG PROGRAM  
400 HARBOR BLVD., BUILDING C  
BELMONT, CA 94002

006  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10\* 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.

Authorized Representative

*Galen J. Hayes*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED— CONTROLLING INTEREST**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

SAN MATEO COUNTY ALCOHOL & DRUG PROGRAM

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:
  - a. Their financial control of you; or
  - b. Premises they own, maintain or control while you lease or occupy these premises.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.



**AN AGREEMENT BETWEEN**  
**COUNTY OF SAN MATEO**  
**AND**  
***WALDEN HOUSE, INC.***

**For the Period of**

***July 1, 2002 through June 30, 2003***

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

**FEE-FOR-SERVICE AGREEMENT WITH  
WALDEN HOUSE, 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, WALDEN HOUSE, INC., hereinafter called "Contractor";

**WITNESSETH:**

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

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

**1. Exhibits and Attachments**

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

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit C: Outcome Based Management (OBM) 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
Attachment 8:	Additional State Negotiated Net Amount (NNA) Requirements

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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachment 4 herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date

Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.

G. Treatment Services For Which Payment is Made Under This Agreement

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of 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) damages 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 the Human Services Agency 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 of 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 Ordinance 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above 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 applicant 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 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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, 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

**B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

A. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2002, through June 30, 2003.

B. This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
Walden House, Inc.  
520 Townsend Street  
San Francisco, CA 94103

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: \_\_\_\_\_

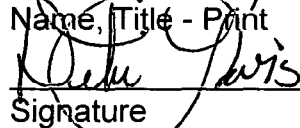
ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

WALDEN HOUSE, INC.

DEBI LAWIS, VP/DIRECTOR OF ADMINISTRATION  
Name, Title - Print

  
Signature

Date: 9/6/02

Contractor's Tax I.D. # 94-1710103

**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 Funded**  
**Alcohol and Drug Treatment Services**  
**WALDEN HOUSE, INC.**  
**July 1, 2002 through June 30, 2003**

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, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. Contractor's basic 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 will possess and maintain the appropriate licensure and/or certification required to provide the services described below. 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 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 Residential Alcohol and Drug Treatment Services  
Contractor's basic residential alcohol and drug treatment services will also be available to individuals with co-occurring disorders as defined in Section III.C.1. of Attachment 6 herein, and will include:
1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, addiction education and intervention, mental health assessment, aftercare planning, urine screening, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
  2. A structured program including individual and group counseling, treatment planning, psycho-educational sessions including anger management and life skills, relapse prevention, supportive services addressing co-factors of addiction, educational workshops and classes on HIV/AIDS behavior risks, vocational/educational



opportunities, financial planning, parenting skills, family reunification, 12-step and other support activities, discharge planning, and relapse prevention.

3. In addition, program participants with co-occurring disorders will receive psychosocial and biomedical assessments, psychotropic medication administration and monitoring as appropriate, individual and group psychotherapy. Contractor will provide licensed professional staff (psychiatrist, psychologist and family therapist) to work with substance abuse counselors to integrate the two areas of service into a unified treatment plan.
4. Medical supervision for program participants receiving methadone, psychiatric medication, tuberculosis medication, or any other prescribed medication necessary.
5. Access to ancillary support services including: 12-step meetings, HIV/AIDS testing, educational functioning assessment health/mental health assessment, vocational assessment, GED preparation, literacy issues, job search workshops, peer support groups, and legal assistance.

## **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 ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17.

- A. County shall pay Contractor at the rate of \$75.26 per bed day provided, including food, shelter and other basic needs.
- B. 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.
- C. Contractor's monthly itemized bill will include:
  - 1. Name of program participant receiving SACPA/Proposition 36 funded residential treatment services, and the name of the referring SACPA/Proposition 36 team member.
  - 2. Dates services were provided for residential treatment services, broken down by program participant.
  - 3. Total amount of the bill for each month.
  - 4. Contractor will submit itemized bill and invoice 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. DRUG TESTING**

Contractor may be 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, as soon as County advises Contractor that the State of California has approved the County of San Mateo's SACPA plan. Services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/Proposition 36 services.

A. 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:
  - a) determining unamenability to treatment, or
  - b) 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 FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor in the manner described below:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including 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 amount of the bill for testing services for each month.
2. Contractor will submit itemized bill and invoice 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.

**EXHIBIT B**  
**Drug Court Treatment Services and Payments**  
**WALDEN HOUSE, INC.**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. 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 will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participant", who are referred by San Mateo County Drug Court Team(s), to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

**A. CDCI Funded Drug Court Residential Alcohol and Drug Treatment Services**

Contractor's basic residential alcohol and drug treatment services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, relapse prevention, case management, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.

3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

## **II. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Social Worker and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court 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.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.

## **III. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court 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:

A. ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for CDCI funded treatment services.

1. From these funds County shall pay Contractor at the rate of \$75.41 per bed day provided, per individual served, including food, shelter and other basic needs.
2. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these alcohol and drug treatment services.
3. Contractor's monthly itemized bill will include the following:
  - a. Name of program participant receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member, and funding source (i.e., CDCI).
  - b. Dates services were provided, broken down by program participant, and funding source, for residential treatment services.
  - c. Total amount of the bill for each month, for each funding source.
  - d. Contractor will submit itemized bill and invoice 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.

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**WALDEN HOUSE, INC.**  
**July 1, 2002 through June 30, 2003**

**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. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- 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.

JODY SHIPPER

Name of 504 Person - Type or Print

WALDEN HOUSE, INC 520 TOWNSEND STREET

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

SAN FRANCISCO

City

CA

State

94103

Zip Code

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

9/6/02

Date

[Signature]

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

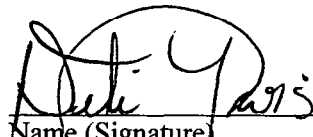
**WALDEN HOUSE, INC.**

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 as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 applicant 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 will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
Name (Signature)  
VP / DIRECTOR OF ADMINISTRATION  
Title  
9/6/02  
Date

Revised 7/26/02

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**ATTACHMENT 3**  
**HIV/AIDS Services**  
**WALDEN HOUSE, INC.**  
**July 1, 2002 through June 30, 2003**

- 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 program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - 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 Administrator. 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 Administrator, 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 (Fee-For-Service Agreements)**  
**WALDEN HOUSE, INC.**  
**July 1, 2002 through June 30, 2003**

**1. Final Settlement Payment**

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 Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**5. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

7. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**WALDEN HOUSE, INC.**  
**July 1, 2002 through June 30, 2003**

**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 (10) calendar 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 addenda 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:
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; and
  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:
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; and
  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. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and



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.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements)**

#### **WALDEN HOUSE, INC.**

**July 1, 2002 through June 30, 2003**

#### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 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:  
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 the Human Services Agency or her designee. 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. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 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; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), 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 Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for 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 Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

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; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive 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; and
    - 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 Administrator, 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 participant's 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 state and federal laws and regulations, including but not limited to the following:

- 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 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 Administrator).
  - 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 than would be paid for equivalent goods or services on the open market.
    - 1) If the Alcohol and Drug Services Administrator, 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.
    - 2) 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. below, 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator 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 shall 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.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and 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 Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to:

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; and
6. serious property damage.

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**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor: WALDEN HOUSE, INC.  
Contact Person: JODY SHIPPER  
Address: 520 TOWNSEND STREET  
SAN FRANCISCO, CA 94103  
Phone Number: (415) 554-1100 Fax Number: (415) 864-4853

**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 10<sup>th</sup> day of SEPTEMBER, 2002 at SAN FRANCISCO  
(City)  
[Signature] DEBI LOUIS  
Signature Name (Please print)  
VP / DIRECTOR OF ADMINISTRATION 94-1710103  
Title Contractor Tax Identification Number

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**WALDEN HOUSE, INC.**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:

- A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
- B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:

- A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
6. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)



COUNTY OF SAN MATEO  
Departmental Correspondence

Date: July 23, 2002

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: Walden House, Inc.

DOES CONTRACTOR TRAVEL? Yes

## DUTIES:

Provide residential alcohol and drug treatment services.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>X</u> Additional Insured		<u>      </u>	<u>      </u>	<u>      </u>
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Workers' Compensation	<u>Statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>      </u> No employees				

Remarks/Comments:

Signature:

Janet C. DePalma 7-25-02  
Risk Management

Insform.wp

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/18/2002

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 **Walden House Incorporated**  
520 Townsend Street  
San Francisco, CA 94103-0000

INSURER A: **Westport Insurance Corporation**  
INSURER B: **State Workers Comp. Fund**  
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	TC32592611	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<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 \$1M/\$2M				GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TC32592611	07/01/2002	07/01/2003	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" 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				
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS	TC32592611	07/01/2002	07/01/2003	
	<input checked="" type="checkbox"/> Compreh. \$1000 Ded				
	<input checked="" type="checkbox"/> Collision \$1000 Ded				
A	GARAGE LIABILITY	TC32592611	07/01/2002	07/01/2003	AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
B	<input checked="" type="checkbox"/> RETENTION \$ 10,000	1642598	08/15/2001	08/15/2002	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				\$
					\$
					\$
					\$
					\$
A	OTHER	TC32592611	07/01/2002	07/01/2003	WC STATUTORY LIMITS \$
	Blanket Real Property and Pers.Prop/Equip				OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
					\$20,869,571
A		**473-80-70	11/01/2001	11/01/2002	Fidelity Bond \$6,500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is named as Additional Insured.

Re: 815 Buena Vista West, San Francisco, CA 94117, 1885 Mission Street, San Francisco, CA 94103  
& 890 Hayes Street, San Francisco, CA 94117

Ten (10) Days notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

County of San Mateo Alcohol And Drug Ser.  
400 Harbor Blvd., Belmont, CA 94002

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.

AUTHORIZED REPRESENTATIVE

## **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.

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX #20807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

MARCH 21, 2002

POLICY NUMBER:  
CERTIFICATE EXPIRES:488-02 UNIT 0000065  
4-1-03WALDEN HOUSE INC  
ATTN YELENIA ZAMORA  
520 TOWNSEND ST  
SAN FRANCISCO CA 94103

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

This policy is not subject to cancellation by the Fund except upon <sup>30</sup>~~10~~ days' advance written notice to the employer.

We will also give you <sup>30</sup>~~10~~ days' advance notice should this policy be cancelled prior to its normal expiration.

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

*Tom Hansen*  
AUTHORIZED REPRESENTATIVE

*KC Bollier*  
PRESIDENT

**EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.****ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 04/01/02 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.**

EMPLOYER

BI-BETT CORP.  
P.O. BOX 5487  
CONCORD CA 94524



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

***WOMEN'S RECOVERY ASSOCIATION***

**For the Period of**

***July 1, 2002 through June 30, 2003***

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

**FEE-FOR-SERVICE AGREEMENT WITH  
WOMEN'S RECOVERY ASSOCIATION  
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, WOMEN'S RECOVERY ASSOCIATION, hereinafter called "Contractor";

**WITNESSETH:**

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

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

**1. Exhibits and Attachments**

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

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit C: Outcome Based Management (OBM) 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
Attachment 8:	Additional State Negotiated Net Amount (NNA) Requirements

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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

3) ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for Drug Court funded alcohol and drug treatment services described in Exhibit B for the contract term.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachment 4 herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date

Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.



G. **Treatment Services For Which Payment is Made Under This Agreement**

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. **Relationship of Parties**

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of 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) damages 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 the Human Services Agency 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 of 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 Ordinance 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above 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 applicant 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 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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, 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

**B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

**A.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2002, through June 30, 2003.

**B.** This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

**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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
Women's Recovery Association  
1450 Chapin Avenue  
Burlingame, CA 94010

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: \_\_\_\_\_

WOMEN'S RECOVERY ASSOCIATION

JOLIE A. BOM  
\_\_\_\_\_  
Name, Title - Print

  
\_\_\_\_\_  
Signature

Date: 9-6-02  
\_\_\_\_\_

Contractor's Tax I.D. # 23-7079003  
\_\_\_\_\_



**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2002 through June 30, 2003**

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's basic 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 will comply with Title 9, Division 4, Chapter 2.5, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), 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", who are referred by SACPA/Proposition 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. Update database to allow tracking of SACPA/Proposition 36 clients and client services in order to provide required data collection and reporting of the SACPA/Proposition 36 treatment services.
2. Purchase computer workstation necessary to support the SACPA/ Proposition 36 treatment services.
3. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.

B. SACPA/Proposition 36 Women's Treatment Readiness Alcohol and Drug Treatment Services

Contractor will provide treatment readiness services to women on the alcohol and drug treatment services waiting list for treatment program openings. Services will be geared toward assisting women to become engaged and supported while waiting for a treatment opening.

Contractor's basic treatment readiness services will be available to women and women with children. Contractor's basic women's treatment readiness services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), information and referral services and linkages to ancillary services, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic treatment readiness services will include: 1 individual and 8 group counseling sessions per program participant, per month.
3. Curriculum will include: weekly education activities on chemical dependency, tools for recovery, self-esteem, stress management, 12-step meetings, individual and group interventions, crisis prevention, skill building, and family assessment.
4. Access to ancillary services including: health/mental health, vocational training, housing, legal issues, transportation, child care, and family and couples counseling.

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

Contractor's basic outpatient services will be available to women and women with children. Contractor's basic outpatient services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) treatment plan, relapse prevention, urine screening, follow-up at 3-months and 9-months after intake for each program participant, follow-up with Probation/ Parole as required.
2. Contractor's basic outpatient treatment services will include: 1 individual and 4 group counseling sessions per program participant, per month.

3. Curriculum will include: stress management, 12-step recovery, life skills, self esteem building, family dynamics, relationship skills, crisis prevention, mentoring, alcohol and drug-free social activities, and aftercare planning.
4. Access to ancillary services including: health/mental health, vocational training, housing, literacy/education, financial assistance, legal issues, transportation, child care, and family and couples counseling.

D. SACPA/Proposition 36 Women's Day Treatment Services

Contractor's basic women's day treatment services will be available to women and women with children. Contractor's basic women's day treatment services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) treatment plan, relapse prevention, urine screening, follow-up at 3-months and 9-months after intake for each program participant, follow-up with Probation/ Parole as required.
2. Program participants will attend the day treatment program 3 to 5 days per week for 10 to 20 hours per week. Contractor's basic women's day treatment services will include: 4 individual and 46 group counseling sessions per program participant, per month.
3. Curriculum will include: treatment planning, family assessment, weekly family and friends group meetings, education on chemical dependency, family dynamics, eating disorders, sex education, life skills, health education, pharmacology, domestic violence, AIDS/HIV and hepatitis C education, acupuncture, exercise, relaxation techniques, parenting skills, mommy and me classes, family sessions, process groups, vocational training planning, child care, and aftercare planning.
4. Access to ancillary services including: Family Self Sufficiency Team (FSST), health/mental health, vocational training, housing, legal issues, transportation, child care, family and couples counseling, 12-step and other support groups.

E. SACPA/Proposition 36 Women's Intensive Day Treatment Services

Contractor's basic women's intensive day treatment services will be available to women and women with children. Contractor's basic women's intensive day treatment services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) treatment plan, relapse prevention, urine screening, follow-up at 3-months and 9-months after intake for each program participant, follow-up with Probation/ Parole as required.
2. Program participants will attend the day treatment program 3 to 5 days per week for 10 to 20 hours per week. Contractor's basic women's intensive day treatment plan will include: 4 individual and 70 group counseling sessions per program participant, per month. Contractor will provide program participants with transportation to and from facility as needed.
3. Curriculum will include: treatment planning, family assessment, weekly family and friends group meetings, education on chemical dependency, family dynamics, eating disorders, sex education, life skills, health education, pharmacology, domestic violence, AIDS/HIV and hepatitis C education, acupuncture, exercise, relaxation techniques, parenting skills, mommy and me classes, family sessions, process groups, vocational training planning, child care, and aftercare planning.
4. Access to ancillary services including: Family Self Sufficiency Team (FSST), health/mental health, vocational training, housing, legal issues, transportation, child care, family and couples counseling, 12-step and other support groups.

## **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 RATES OF PAYMENT**

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 ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

**A. SACPA/Proposition 36 Start-up Rates**

From these funds County shall pay Contractor an advance payment of SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200) 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. Contractor's start-up activities will comply with Section III.A.1. of Attachment 6. Payment shall be based on estimate of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and costs will be made upon submission of receipts by Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/Proposition 36 start-up funds exceed SEVEN THOUSAND TWO HUNDRED DOLLARS (\$7,200).

**B. Treatment Services Rates**

1. From the aggregate funds County shall pay Contractor at the rate of:
  - a. \$87.00 per available staff hour for treatment readiness services;
  - b. \$84.00 per available staff hour for outpatient treatment services;
  - c. \$130 per treatment visit day provided, for day treatment services, per program participant served; services to be billed under one daily rate (treatment visit day) which includes light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation); and

- d. \$137 per treatment visit day provided, for intensive day treatment services, per program participant served; services to be billed under one daily rate (treatment visit day) which includes light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation).
2. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services.
3. Contractor's monthly itemized bill will include:
  - a. Name of program participant receiving SACPA/ Proposition 36 funded services, modality (treatment readiness, outpatient, day treatment, and intensive day treatment), and the name of the referring SACPA/Proposition 36 team member.
  - b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant for treatment readiness and outpatient services.
  - c. Number of group counseling hours provided, by program participant for treatment readiness and outpatient services.
  - d. Number of staff hours provided for alcohol and drug treatment services each month, by modality (treatment readiness and outpatient).
  - e. Number of treatment visit days provided, by program participant for day treatment and intensive day treatment services.
  - f. Total amount of the bill for each month, by modality.
  - g. Contractor will submit itemized bill and invoice 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. DRUG TESTING

A. 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. SB223 services must be provided in accordance with the California Health and Safety Code regulations for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/Proposition 36 services.

1. 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.
2. Guidelines for Drug Testing
  - a. Drug testing must be used as a treatment tool.
  - b. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
  - c. 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.
  - d. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
  - e. 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).
  - f. 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.
  - g. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

3. SB223 Funded Drug Testing Services Rates of Payment

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 FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor in the manner described below:

- a. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
- b. Contractor's monthly itemized bill will include:
  - 1) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - 2) Total number of staff hours provided for each month. A staff hour is defined as an available staff hour.
  - 3) Total amount of the bill for testing services for each month.
- c. Contractor will submit itemized bill and invoice 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.



**EXHIBIT B**  
**Drug Court Alcohol and Drug Treatment Services**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's basic 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 will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants", who are referred by San Mateo County Drug Court Team(s), to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

**A. CDCI Funded Drug Court Nonresidential Alcohol and Drug Treatment Services**

Contractor's basic nonresidential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, health care, literacy assistance and supportive educational training, and job search.

B. CDCI Funded Drug Court Women's Residential Alcohol and Drug Treatment Services

Contractor's basic women's residential alcohol and drug treatment services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, urine screening, treatment planning, relapse prevention, case management, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

II. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS

- A. Contractor will be reimbursed only for the actual services provided to Drug Court 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 Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Social Worker and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court 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.

- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

### **III. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

In full consideration of the Drug Court funded alcohol and drug treatment services, 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:

- A. ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$119,288) for CDCI funded treatment services.
  - 1. From these funds County shall pay Contractor at the rate of:
    - a. \$35.00 per individual and group counseling hour provided; and
    - b. \$60.00 per bed day provided, per individual served, including food, shelter and other basic needs.
  - 2. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these alcohol and drug treatment services.
  - 3. Contractor's monthly itemized bill will include:
    - a. Name of program participant receiving Drug Court funded alcohol and drug treatment services, the name of the referring Drug Court team member, and funding (i.e., CDCI).
    - b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and funding source, for nonresidential treatment services.

- c. Number of group counseling hours provided, broken down by program participant, and funding source, for nonresidential treatment services.
- d. Number of staff hours each month for nonresidential treatment services.
- e. Dates services were provided, broken down by program participant, by modality.
- f. Total amount of the bill for each month, by modality, by funding source.
- g. Contractor will submit itemized bill and invoice 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.

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2002 through June 30, 2003**

**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. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- 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.

*Jolie Bon*

Name of 504 Person		Type or Print
<i>Women's Recovery Assoc</i>		<i>1450 Chapin Ave. 1st Fl</i>
Name of Contractor(s)	Type or Print	Street Address or P.O. Box
<i>Burlingame</i>	<i>CA</i>	<i>94010</i>
City	State	Zip Code

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

<i>9-4-02</i>	<i>[Signature]</i>
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

**WOMEN'S RECOVERY ASSOCIATION**

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 as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 applicant 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 will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.



Name (Signature)

Interim Executive Director

Title

9-6-02

Date

Revised 7/26/02

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**ATTACHMENT 3**  
**HIV/AIDS Services**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2002 through June 30, 2003**

- 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 program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - 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 Administrator. 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 Administrator, 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 (Fee-For-Service Agreements)**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2002 through June 30, 2003**

**1. Final Settlement Payment**

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 Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**5. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.

7. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2002 through June 30, 2003**

**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 (10) calendar 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 addenda 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:
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; and
  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:
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; and
  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. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

- 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.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements) WOMEN'S RECOVERY ASSOCIATION July 1, 2002 through June 30, 2003**

#### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 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:  
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 the Human Services Agency or her designee. 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. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 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; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), 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 Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for 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 Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

**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; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive 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; and
    - 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 Administrator, 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 participant's 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 state and federal laws and regulations, including but not limited to the following:

- 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 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 Administrator).
  - 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.
    - 1) If the Alcohol and Drug Services Administrator, 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.
    - 2) 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. below, 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator 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 shall 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.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and 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 Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to:

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; and
6. serious property damage.

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**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor: WRA  
Contact Person: Jolie Boy  
Address: 1450 Chapin Ave, 1st FL  
Burlingame CA  
Phone Number: 650 548-6603 Fax Number: 310 0615

**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 6 day of SEPT, 2002 at Burlingame  
(City)  
Jolie A. Boy  
Signature Name (Please print)  
EXEC. DIRECTOR  
Title Contractor Tax Identification Number 23-70790003

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
- A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
  - B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:
- A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
  - B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
6. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: March 11, 2002

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: Women's Recovery Association

DOES CONTRACTOR TRAVEL? Yes

DUTIES: Provide nonresidential, residential, and perinatal residential alcohol and drug treatment services to women, adolescent girls, and women with children.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>X</u> Additional Insured				
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Workers' Compensation	<u>Standard</u>	<u>✓</u>	<u>      </u>	<u>      </u>
<u>      </u> No employees				

Remarks/Comments:

Signature:

*Priscilla Morse*

Risk Management

Insform.wp

# ACORD 25 (3-93) CERTIFICATE OF INSURANCE

10-1-93 47

PRODUCER Searcy Insurance Center, Inc.  
P O Box 471

Visalia CA 93279-0471  
(559) 625-3591  
(559) 625-3593 FAX

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.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A Philadelphia Indemnity Insurance  
COMPANY  
B  
COMPANY  
C  
COMPANY  
D

INSURED  
WRA Of San Mateo County, Inc.  
1450 Chapin, 1st Floor  
Burlingame CA 94010  
(415) 348-6603

## COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO 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 <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Prof Liab	PHPK020110	02/24/02	02/24/03	GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK020110	02/24/02	02/24/03	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		01/01/01	01/01/01	EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL		/ /	/ /	STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
A	OTHER Bond Fire	PHPK020110	02/24/02	02/24/03	\$50,000 \$685,000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The County of San Mateo, its officers, agents, and employees are named as additional insureds.

## CERTIFICATE HOLDER

County Of San Mateo, Alcohol & Drug Services  
Attn Jane Marks  
400 Harbor Blvd. Building B  
Belmont CA 94002

## CANCELLATION

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.

AUTHORIZED REPRESENTATIVE

**STATE  
COMPENSATION  
INSURANCE  
FUND**

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

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

AUGUST 28, 2002

POLICY NUMBER  
CERTIFICATE EXPIRES

488-02 UNIT 0000680  
8-9-03

COUNTY OF SAN MATEO  
ALCOHOL & DRUG SERVICES  
400 HARBOR BLVD BLDG B  
BELMONT CA 94002

ATTN WADIRA

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

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

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

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

*Tom Hansen*  
AUTHORIZED REPRESENTATIVE

*Kc Bollier*  
PRESIDENT

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

EMPLOYER

WOMEN'S RECOVERY ASSOCIATION OF SAN MATEO  
1450 CHAPIN AVE 1ST FLOOR  
BURLINGAME CA 94010





**AN AGREEMENT BETWEEN**  
**COUNTY OF SAN MATEO**  
**AND**  
***YOUTH AND FAMILY ASSISTANCE***

**For the Period of**

***July 1, 2002 through June 30, 2003***

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

**FEE-FOR-SERVICE AGREEMENT WITH  
YOUTH AND FAMILY ASSISTANCE  
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, hereinafter called "Contractor";

**WITNESSETH:**

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

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

**1. Exhibits and Attachments**

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

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Alcohol and Drug Treatment Services and Rates of Payment for Those Services.

Exhibit B: Outcome Based Management (OBM) 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
Attachment 8:	Additional State Negotiated Net Amount (NNA) Requirements

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

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**3. Payments**

**A. Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION THREE HUNDRED ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414) for SACPA/Proposition 36 alcohol and drug treatment services described in Exhibit A for the contract term.

2) ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407) for SB 223 drug testing services described in Exhibit A for the contract term.

**B. Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**C. Time Limit for Submitting Invoices**

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

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2003, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2003 to May 15, 2003 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2003, to submit the document for processing by June 1, 2003, and finalize the Agreement by July 1, 2003, subject to receipt of necessary information from the state budget.

G. Treatment Services For Which Payment is Made Under This Agreement

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to

provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

**4. Relationship of Parties**

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of 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) damages 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 the Human Services Agency 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 of 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 Ordinance 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.



D. The fingerprinting process set forth in subparagraph 8.C. above 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 applicant 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 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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, 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**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, county or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. 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. 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.

**B. Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

A. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2002, through June 30, 2003.

B. This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**15. Notices**

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 Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
Youth and Family Assistance  
609 Price Avenue, Suite 205  
Redwood City, CA 94063

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: \_\_\_\_\_

YOUTH AND FAMILY ASSISTANCE

Robert Rybicki - EXECUTIVE  
Name, Title - Print DIRECTOR

[Signature]  
Signature

Date: 9/3/02

Contractor's Tax I.D. # 94-309-4966

**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**YOUTH AND FAMILY ASSISTANCE**  
**July 1, 2002 through June 30, 2003**

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's basic 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 will comply with Title 9, Division 4, Chapter 2.5, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), 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", who are 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". Contractor will provide the following start-up activities necessary to provide SACPA/Proposition 36 funded services, in accordance with Contractor's approved start-up budget:

1. Rent additional office space to provide evening SACPA/Proposition 36 services.
2. Purchase appropriate office furnishings for group set-up including a television, VCR, mobile stand, dry-erase board, 15 chairs, locking file cabinets, supply cabinet, refrigerator for urine samples, bookshelf and two tables.

3. Purchase appropriate videos, books and curriculum workbooks in English and Spanish.
4. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.

B. SACPA/Proposition 36 Substance Abuse Education and Intervention Services

Contractor's basic substance abuse education and intervention services will be provided in English and Spanish, and will be offered during daytime and evening hours. Contractor's basic substance abuse education and intervention services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, relapse prevention, aftercare planning, urine screening, and follow-up with Probation/Parole as required.
2. Contractor's basic substance abuse education and intervention plan will include a minimum of 8 weeks of substance abuse education and intervention services, including 2 individual counseling sessions and 4 group counseling sessions per month, per program participant.
3. Curriculum will include: disease model of addiction, family dynamics, HIV/AIDS and hepatitis C, co-occurring disorders, orientation to self- help and community support groups, defense mechanisms, abstinence vs. non-abstinence and harm reduction, identification of the early warning sign of relapse, high risk substance use, skill building including: decision making, self evaluation, meaningful communication skills, relapse education, assertiveness skills, expression of feelings, problem solving and development of adaptive response/cognitive restructuring, cognitive/ behavioral relationships, psycho-education, development of values such as honesty, empathy, communication, and clean and sober socialization activities.
4. Access to ancillary services including: health/mental health, legal services, vocational training, education, housing, employment, family therapy, and community support groups.

C. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services  
Contractor will provide the following basic outpatient treatment services in English and Spanish:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), relapse prevention, aftercare planning, urine screening, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. Contractor's basic outpatient alcohol and drug treatment plan will include a minimum of 90 days of outpatient alcohol and drug treatment services, including 3 individual counseling sessions and 4 group counseling sessions per month, per program participant.
3. Curriculum will include: basic communication skills, recognizing negative thinking and errors in logic, recognizing high risk situations for alcohol and drug use and criminal thinking, assertiveness, coping and social skills development, problem solving, anger management, emotional cycles of rehabilitation, understanding values and wellness, responsibility towards the community, reflection and review of attitudes and patterns, practical application of positive goal setting, introduction to community based support groups, development of values such as honesty, empathy, communication and trust, establishment of healthy boundaries and goal-setting within relationships, family dysfunction, family counseling sessions, and clean and sober socialization activities.
4. Access to ancillary services including: health/mental health, legal services, vocational training, education, housing, employment, family therapy, and community support groups.

## **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 ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$1,301,414). 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. SACPA/Proposition 36 Start-up Rates**

From these funds County shall pay Contractor an advance payment of TWELVE THOUSAND FOUR HUNDRED NINETY-SIX DOLLARS (\$12,496) for substance abuse education/early intervention start-up costs, and an advanced payment of TWENTY-SEVEN THOUSAND SEVEN HUNDRED NINETY-TWO DOLLARS (\$27,792) for outpatient alcohol and drug treatment start-up costs in accordance with the approved start-up budget, for the SACPA/ Proposition start-up activities outlined above. Contractor's start-up activities will comply with Section III.A.1. of Attachment 6. Payments shall be based on estimates of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and costs will be made upon submission of receipts of Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/Proposition 36 start-up funds exceed FORTY THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$40,288).

**B. Treatment Service Rates**

1. County shall pay Contractor at the rate of:
  - a. \$40.35 per available staff hour for substance abuse education and intervention services; and
  - b. \$36.60 per available staff hour for outpatient services.
2. 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.



3. Contractor's monthly itemized bill will include:
  - a. Name of program participant receiving SACPA/Proposition 36 funded services, modality (substance abuse education, early intervention, or outpatient), and the name of the referring SACPA/Proposition 36 team member.
  - b. Dates services were provided, and the number of individual counseling hours provided by modality, broken down by program participant.
  - c. Number of group counseling hours provided, by program participant, and modality.
  - d. Number of staff by modality.
  - e. Total amount of the bill for each month, by modality.
  - f. Contractor will submit itemized bill and invoice 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. **DRUG TESTING**

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 California Health and Safety Code regulations 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:
  - a) determining unamenability to treatment, or
  - b) 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 FIFTY-FOUR THOUSAND FOUR HUNDRED SEVEN DOLLARS (\$154,407). County shall pay Contractor in the manner described below:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including 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 hours for each month.
  - c) Total amount of the bill for testing services for each month.
3. Contractor will submit itemized bill and invoice 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.

**EXHIBIT B**  
**Outcome Based Management and Budgeting Responsibilities**  
**YOUTH AND FAMILY ASSISTANCE**  
**July 1, 2002 through June 30, 2003**

**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. attend planning and informational meetings;
- B. develop program performance and outcome measurements;
- C. collect and submit data necessary to fulfill measurement requirements;
- D. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- E. participate in a review of performance and outcome information; and
- F. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- A. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. issue and review OBM Implementation Guidelines; and
- 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.

Rebecca Allison

Name of 504 Person - Type or Print

Youth and Family Assistance 609 Price #205

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

Redwood City

City

CA

State

94063

Zip Code

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

9.3.02

Date

P. Hugon

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

**YOUTH AND FAMILY ASSISTANCE**

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 as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 applicant 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 will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.



Name (Signature)

HR Associate

Title

9.3.02

Date

Revised 7/26/02

attach2.doc

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**YOUTH AND FAMILY ASSISTANCE**  
**July 1, 2002 through June 30, 2003**

- 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 program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - 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 Administrator. 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 Administrator, 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 (Fee-For-Service Agreements)**  
**YOUTH AND FAMILY ASSISTANCE**  
**July 1, 2002 through June 30, 2003**

**1. Final Settlement Payment**

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 Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2003.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. 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.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- 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 after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. 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.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**5. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and 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 complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

**6. Contractor Notification to County of Inability to Provide All Units of Service**

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2003.



7. **Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than thirty (30) days after County has given notice of termination, in excess of County's maximum contractual financial obligation, or in excess of Contractor's contractual responsibility are solely at Contractor's risk and financial responsibility, unless said extra services are specifically authorized in writing by the County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**YOUTH AND FAMILY ASSISTANCE**  
**July 1, 2002 through June 30, 2003**

**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 (10) calendar 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 addenda 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:
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; and
  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:
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; and
  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. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

- 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.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements) YOUTH AND FAMILY ASSISTANCE July 1, 2002 through June 30, 2003**

#### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 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:

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 the Human Services Agency or her designee. 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. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 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; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), 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 Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for 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 Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

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; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive 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; and
    - 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 Administrator, 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 participant's 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 state and federal laws and regulations, including but not limited to the following:

- 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 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 Administrator).
  - 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.
    - 1) If the Alcohol and Drug Services Administrator, 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.
    - 2) 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. below, 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 Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, 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 the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator 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 shall 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.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and 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 Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to:

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; and
6. serious property damage.

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**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor: Youth and Family Assistant  
Contact Person: Rebecca Allison  
Address: 609 Price Ave #205  
Redwood City, CA  
Phone Number: 650 366-8401 Fax Number: 650 366-8453  
X307

**II. Employees**

Does the Contractor have any employees? X Yes      No  
Does the Contractor provide benefits to spouses of employees? X 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 3 day of September, 2002 at Redwood City  
(City)

Rebecca Allison  
Signature  
HR Associate  
Title

Rebecca Allison  
Name (Please print)  
943094966  
Contractor Tax Identification Number



**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**YOUTH AND FAMILY ASSISTANCE**  
**July 1, 2002 through June 30, 2003**

The first Amendment to the County's 2001-2005 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
- A. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to as W&IC), Section 14100.2; Section 11977 of the HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
  - B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

4. Nondiscrimination in Employment:
- A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
  - B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to

all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
6. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

County of San Mateo  
Departmental Correspondence

DATE:

7/15/02

TO:

Priscilla Morse, Risk Manager  
Ext.- 4610, Fax -4864, Pony #EPS163

FROM:

Nalini Nath, Contract Unit  
Ext: 5184; Fax: 596-3478; Pony: HSA210

SUBJECT:

Contract Insurance Approval

CONTRACTOR:

YOUTH AND FAMILY ASSISTANCE

Does Contractor Travel and what percent? no

DUTIES: Provide child abuse "Warmline Services"

INSURANCE COVERAGE:	AMOUNT	APPROVE	WAIVE	MODIFY
Comprehensive Liability _x Additional Insured	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Workers' Compensation	<u>statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Employee Dishonesty	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

Remarks/Comments:

Thanks.

SIGNATURE:

Priscilla Morse  
Risk Management

7-15-02  
Date

<b>PRODUCER</b> (MP) Heffernan Insurance Brkrs 855 Oak Grove Avenue, #100 Menlo Park CA 94025-4455 Phone: 650-328-1400 Fax: 650-853-3881		<b>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.</b>	
<b>INSURED</b>  Youth & Family Assistance 609 Price Avenue, #205 Redwood City CA 94063		<b>INSURERS AFFORDING COVERAGE</b>	
		INSURER A: General Ins Co of America	
		INSURER B: First Natl ins. Co. of Amer.	
		INSURER C: Phoenix Assurance Co. of NY	
		INSURER D: Safco Surplus Lines Ins. Co.	
		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	<b>GENERAL LIABILITY</b>	CP7757378H	07/01/02	07/01/03	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 200000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10000
					PERSONAL & ADV INJURY	\$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2000000
B	<b>AUTOMOBILE LIABILITY</b>	BA7757378C	07/01/02	07/01/03	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	ECF108305	07/01/02	07/01/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT				\$ 1000000	
	E.L. DISEASE - EA EMPLOYEE				\$ 1000000	
	E.L. DISEASE - POLICY LIMIT				\$ 1000000	
D	<b>OTHER</b>					
	Prof Liability	LP7757378H	07/01/02	07/01/03	Per Occur	1000000
					Aggregate	2000000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is named as additional insured as respect to services provided by the Named Insured.

<b>CERTIFICATE HOLDER</b>	<b>N</b>   <b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
COUNT00 County of San Mateo Human Services Agency Attn: Nalini Nath-Contracts 262 Harbor Blvd, Bldg A Belmont CA 94002		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 