



AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***ASIAN AMERICAN RECOVERY SERVICES***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***

**FLAT RATE AGREEMENT WITH  
ASIAN AMERICAN RECOVERY SERVICES, INC.  
FOR ALCOHOL AND DRUG 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, INC., hereinafter called "Contractor";

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug 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:	State Net Negotiated Amount (NNA) Funded Prevention Services and Rates of Payment for those Services.
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 (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000) 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, 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 (15<sup>th</sup>) day of each month.

#### D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.

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

F. **Contract Renegotiation**

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 to 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**

To the extent that this Agreement provides for a combination of treatment services and prevention services, 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 services. In addition to the payments specified in the Agreement, the total cost of Contractor's 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 by both County and

Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) 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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

B. **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.*

C. Liability Insurance

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

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Non-Discrimination

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

A. Section 504 of the Rehabilitation Act of 1973

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be

subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

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

D. Equal Benefits Compliance  
With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions  
1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

- (1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400

- (2) In the case of Contractor, to:  
Asian American Recovery Services  
134 Hillside Blvd.  
Daly City, CA 94014

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

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

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

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

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

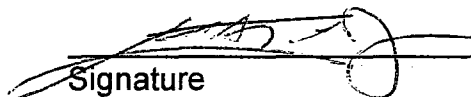
ATTEST:

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

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

ASIAN AMERICAN RECOVERY SERVICES

Leonardo A. Tacata, Jr - Associate Director  
Name, Title - Print

  
Signature

Date: Sept. 03, 2002

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

## **EXHIBIT A**

### **State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention Services**

#### **ASIAN AMERICAN RECOVERY SERVICES**

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

Contractor will provide the following NNA funded alcohol and drug prevention services at a mutually agreed upon location in San Mateo County.

#### **I. NNA Funded Prevention Services**

A. Contractor will provide an NNA alcohol and drug prevention program called the STAY SAFE Program at three middle school sites and one high school site.

1. Recruit sixty (60) middle school students and seventy-five (75) high school students for the STAY SAFE Program. Participants may be recruited/referred to the program in several ways including:
  - a. Family Resource Center (FRC) staff
  - b. School administrators
  - c. Teachers
  - d. Counselors
  - e. On-site police and probation officers
  - f. Response to program flyers and materials distributed throughout the FRC and school sites
2. Provide STAY SAFE Program services to forty (40) eighth grade middle school participants at the Robertson and Pollicita middle schools. STAY SAFE Program middle school services will include the following:
  - a. Life Skills Prevention Activities:
    - 1) Provide life skills prevention workshop series' for two (2) groups of twenty (20) participants per group. Each group will meet two (2) hours per week for twenty (20) weeks.
    - 2) Provide mentorship to forty (40) middle school participants. Mentorship will include a group orientation session. In addition, each middle school participant will be introduced to and shadow a high school mentor for one (1) school

day. Mentorship will be provided by trained high school students from the leadership skills training provided in Section 3.c. below.

3. Provide STAY SAFE Program services to fifty-five (55) high school participants at Jefferson and Westmoor high schools. STAY SAFE Program high school services will include the following:
  - a. Life Skills Prevention Activities:
    - 1) Provide a life skills prevention workshop series for twenty (20) participants. The group will meet for two (2) hours per session for eight (8) sessions.
  - b. Peer Support Groups:
    - 1) Provide two (2) gender-based peer support groups, for ten (10) participants per group. Each group will meet two (2) hours per session, for eight (8) sessions.
  - c. Leadership Activities
    - 1) Provide youth leadership activities/skills training to fifteen (15) high school youth. Leadership skills training will be provided one (1) hour per week for ten (10) weeks. The training will include: how to apply leadership skills to mentoring younger students, providing community service, and implementing community projects.
    - 2) Incorporate an environmental prevention component into the curriculum for the life skills workshop series based on training provided through Alcohol and Drug Services.
  - d. Plan and implement three (3) alternative activities such as community service projects, esteem days, or co-sponsored activities with other youth groups.
4. Prevention Hours of Staff Availability  
Provide three thousand five hundred seventy-four (3,574) hours of staff availability dedicated to NNA funded alcohol

and drug prevention direct program services, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

II. **Collaboration and Linkages**

Contractor will work collaboratively with the Jefferson and Bayshore Family Centers (hereafter referred to as "FRCs") in providing services to the children and families served by these centers. Contractor will report progress on collaborative efforts in the quarterly narrative reports. Collaborative activities will include:

- A. Contractor will provide parent education support groups to parents of middle school students.
- B. FRC Staff will make presentations, as mutually agreed upon, to the STAY SAFE life skills, peer support and youth leadership groups on mental/physical health and family support/protective services awareness.
- C. Contractor and FRCs will coordinate program assessments and referrals. Contractor's STAY SAFE Project will accept FRC referrals for participation in the program and STAY SAFE Program staff will refer students to FRCs for social and family services as appropriate.

III. **Environmental Prevention**

Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental prevention efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other drugs by the general population. Include progress on these efforts in quarterly narrative reports.

IV. **NNA Prevention Services Rates of Payment**

In full consideration of services provided by Contractor, the total amount for NNA prevention services contained in this Exhibit is ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS (\$8,250).

- A. The monthly rate of payment is determined by withholding 10% of the total contract amount and dividing the balance of NINETY NINE THOUSAND DOLLARS (\$99,000) into twelve equal payments.
- B. All payments under this Agreement must directly support services specified in this Agreement.

## 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.

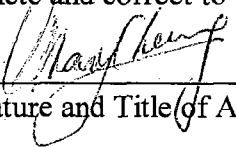
The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. 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>Mary Cheung</u>			
Name of 504 Person		Type or Print	
<u>Asian American Recovery Services, Inc.</u>		<u>965 Mission Street, #325</u>	
Name of Contractor(s)		Street Address or P.O. Box	
<u>San Francisco</u>		<u>CA</u>	<u>94103</u>
City		State	Zip Code

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

<u>09/03/02</u>	<u></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

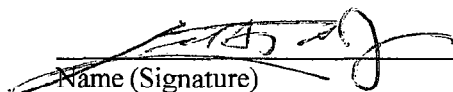
### FINGERPRINTING COMPLIANCE

Agreement with

Asian American Recovery Services, Inc.  
Name of Contractor

for  
Alcohol and Drug Prevention  
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
Name (Signature)

Associate Director  
Title

09/03/02  
Date



**ATTACHMENT 3**  
**HIV/AIDS 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 Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug 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 (Flat Rate Contracts) ASIAN AMERICAN RECOVERY SERVICES July 1, 2002 through June 30, 2003**

#### **1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibits to the Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

#### **2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

#### **3. Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

#### **4. Payments**

- a. County will withhold 10% of the total contract amount, and will divide the balance into twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: Monthly reports of direct services provided in the previous month and monthly bills in accordance with the County billing format.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. The 10% withhold will be kept by County pending year-end settlement, after which a reconciliation shall take place as set forth in the next section of this Attachment.
- e. Any requests for variation, exemption or waiver of the payment procedures set forth in this section 4 of Attachment 4 must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final.

5. **Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

6. **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 County 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.

7. **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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADs) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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.

8. **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.

9. **Procedures in the Event of Non-renewal of Contract**

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.

10. **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.

11. **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 County and reflected in a duly executed Amendment to this Agreement.

**ATTACHMENT 5**  
**Monitoring Procedures**  
**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. 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 the California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
  - a. If the mid-year report due January 31, 2003 indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services, County may require Contractor to submit monthly narrative reports describing actual delivery of services provided under the Exhibits for the remainder of the contract term.
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addendums thereto, and as directed by the County Alcohol and Drug Services Administrator or her designee.

**B. Reporting Requirements for Alcohol and Drug Prevention Services**

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  2. Conduct appropriate interviews/discussions with participants served by Contractor.
  3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  4. Meet with appropriate program management and operations staff.
  5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's



program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

attachment 5 monitoringtnp arial

## **ATTACHMENT 6**

### **Program Specific Requirements (Flat Rate 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.
  - 2. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 3. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 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. redetermination 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 via an ASI within 30 days prior to admission to Contractor's program(s), and as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs 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 County.

### III. **Administrative Requirements for Prevention Programs**

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to the following:

1. Sign-in sheets;
  2. Activity logs;
  3. Documentation of referral criteria, evaluation materials, and reports pertaining to program activities;
  4. All documentation necessary to report on progress toward outcome objectives of services as specified in Attachment 5; and
  5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys as directed by the Alcohol and Drug Services Administrator or her designee.

**IV. Program Certification**

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

**A. Program Requirements:**

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

**B. Underserved Populations Requirements:**

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
  - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs

and/or alcohol and drug related materials in order to meet the needs of the people in the community(ies) served by Contractor.

- b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
- c. Special and/or underserved populations include the following:
  - 1) non-English speaking;
  - 2) hearing impaired;
  - 3) physically impaired;
  - 4) gay/lesbian;
  - 5) elderly (for adult services);
  - 6) pregnant women;
  - 7) HIV-positive;
  - 8) persons with 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, and disorientation.
- c. Program eligibility standards and policies and procedures for admission to and termination from the program.
- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.
4. 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.
5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

**V. Fiscal Certifications**

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

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

**VI. 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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

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

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
2. The death by any cause of a person currently receiving services from Contractor's program(s).
3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor: Asian American Recovery Services, Inc.  
Contact Person: Mary Cheung, Director of Human Resources  
Address: 965 Mission Street #325  
San Francisco, CA 94103  
Phone Number: (415) 541-9285 x225 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.

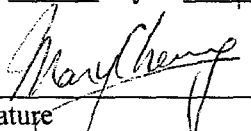
☐ No, the Contractor does not comply.

☐ 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, 20 02 at San Francisco, 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

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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 25, 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: Asian American Recovery Services

DOES CONTRACTOR TRAVEL? Yes

DUTIES:

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

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability — Additional Insured	<u>\$3M</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 — No employees	<u>Statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>

Remarks/Comments:

Signature: Priscilla Morse  
Risk Management

Insurance Request Form.doc

## 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 033 073	09-20-02	09-20-03	GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> PROFESSIONAL				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> LIABILITY				MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	PHPK 033 073	09-20-02	09-20-03	COMBINED SINGLE LIMIT \$ 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 \$
	<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				\$
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: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$ 1,000,000
					DISEASE - POLICY LIMIT \$ 1,000,000
					DISEASE - EACH EMPLOYEE \$ 1,000,000
A	OTHER				
C	EMPLOYEE DISHONESTY	PHPK 033 073	09-20-02	09-20-03	\$250,000 - PRIMARY COVERAGE
	EMPLOYEE DISHONESTY	57 BDD AG2548	01-05-02	01-05-03	\$492,000 - 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.

COUNTY OF SAN MATEO  
ATTN: SELINA TOY  
ALCOHOL & DRUG SERVICES  
400 HARBOR BLFG., BLDG. 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

COMMERCIAL GENERAL LIABILITY

Policy Number: PHPK 033 073

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:

The Certificate Holder named on the attached Certificate of Insurance is named as an Additional Insured per list on file with the Insurance Companies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration 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 as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

1. The additional insured scheduled above includes the additional insured's officials, employees and volunteers.
2. This insurance shall be primary as respects the additional insured shown in the schedule above. Any other insurance maintained by the additional insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be cancelled except after thirty days (or ten days for non-payment of premium) written notice has been given to the additional insured scheduled above.



AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***BAY AREA COMMUNITY RESOURCES***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***

**FLAT RATE AGREEMENT WITH  
BAY AREA COMMUNITY RESOURCES  
FOR ALCOHOL AND DRUG SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and BAY AREA COMMUNITY RESOURCES, hereinafter called "Contractor";

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug prevention 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:	State Net Negotiated Amount (NNA) Funded Prevention Services and Rates of Payment for those Services.
Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	Payment Procedures
Attachment 4:	Monitoring Procedures
Attachment 5:	Program Specific Requirements
Attachment 6:	Equal Benefits Compliance
Attachment 7:	Additional (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug prevention services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed EIGHTY THOUSAND DOLLARS (\$80,000) 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 3 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, 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 3 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 (15<sup>th</sup>) day of each month.

#### D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.
- b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

**F. Contract Renegotiation**

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 to finalize the agreement by July 1, 2003 subject to receipt of necessary information from the state budget.

**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 by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

**5. Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) 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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

B. **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.*

C. **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..... \$ -0-

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**7. Non-Discrimination**

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

**A. Section 504 of the Rehabilitation Act of 1973**

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

**B. Non-Discrimination - General.** No person shall, on the grounds of

age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. Non-Discrimination - Employment

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

D. Equal Benefits Compliance

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this

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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

(1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400

(2) In the case of Contractor, to:  
Bay Area Community Resources  
New Perspectives  
1798 B Bay Road  
East Palo Alto, CA 94303

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

Human Services Agency's (HSA) Responsibilities

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



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

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

ATTEST:

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

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

BAY AREA COMMUNITY RESOURCES

MARTIN WEINSTEIN, Executive Director  
Name, Title - Print

Martin Wein  
Signature

Date: 9/3/2002

Contractor's Tax I.D. # 94-2346815

**EXHIBIT A**  
**BAY AREA COMMUNITY RESOURCES**

State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention Services  
July 1, 2002 through June 30, 2003

Contractor will provide the following alcohol and drug prevention services at a mutually agreed upon location in San Mateo County.

**I. New Perspectives East Palo Alto Project**

- A. Provide a youth development after-school program from October, 2002, through May, 2003 for one hundred fifty (150) children in grades five (5) through eight (8). Programming will be provided for students attending three (3) school sites. The participating school sites will be determined by the Contractor in collaboration with Ravenswood City School District (RCSD).
  - 1. Provide programming two (2) hours per day, two (2) days per week at each of the three (3) participating school sites.
  - 2. Provide a pilot program one (1) day per week at one (1) school site for fifteen (15) children in grade eight (8) who are referred by the Connect Family Center or Contractor's staff. This program will include transition to high school issues. Participants in the pilot program may also participate in the youth-development after-school program.
  - 3. Recruit twenty-five (25) to thirty-five (35) youth participating in the after-school program to become peer educators. Provide a sixteen (16) hour peer educator training.
  - 4. Seventy (70) of the youth participating in the after-school programming will also participate in one (1) of three (3) community service projects which will be planned, coordinated and supervised by Contractor's program staff. Community service projects will include:
    - a. Peer education classroom presentations reaching two hundred (200) elementary school students within the RCSD, provided by peer educators described in Section I.A.3.
    - b. A minimum of two (2) additional projects to be determined with the participation of the students and program staff. Contractor will notify Alcohol and Drug Services program liaison regarding the nature and scope of additional community service projects.

5. Provide a six-week summer leadership development program twenty (20) young people who are former participants in Contractor's middle school program.
  - a. Provide the summer leadership development program eight (8) hours per day, four (4) days per week.
  - b. Program will include two (2) five (5) day camping experiences.
6. Provide a total of four hundred fifty (450) hours of tutoring to students in Kindergarten through grade eight (8) who are referred by school staff at Flood and Cesar Chavez schools. It is anticipated that the majority of referrals will be for students in grades five (5) through eight (8).
  - a. Provide after school tutoring to one hundred (100) students.
  - b. Provide classroom-based tutoring assistance to sixty (60) students.
7. Provide mentoring, supportive services, and leadership skill development activities to twenty (20) high school students who are former participants of Contractor's middle school program. Provide a total of two hundred forty (240) hours of direct staff time with students. Provide services after school, on weekends, and/or during holiday breaks.
8. Provide a community carnival in Spring, 2003. The event will be planned and run by program participants with adult supervision. The event will carry a strong message about how to live alcohol, tobacco, and drug-free (ATOD-free). Between twenty (20) and twenty-five (25) community booths will provide information and referral on health, healthy ATOD-free living and related community services.

**B. Prevention Hours of Staff Availability**

1. Provide seven thousand seven hundred thirty-eight (7,738) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

**II. Linkages**

Contractor will work collaboratively with the Connect Family Resource Center at Cesar Chavez Academy in accordance with the Memorandum of Understanding

between the two agencies.

III. **Environmental Prevention**

Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental prevention efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other drugs by the general population. Include progress on these efforts in quarterly narrative reports.

IV. **Rates of Payment**

In full consideration of the NNA alcohol and drug prevention services provided by Contractor, the total amount for NNA prevention services contained in this Exhibit is EIGHTY THOUSAND DOLLARS (\$80,000). Consistent with the payment methodology set forth in Attachment 3, the monthly rate of payment is SIX THOUSAND DOLLARS (\$6,000).

- A. The monthly rate of payment is determined by withholding 10% of the total contract amount and dividing the balance of SEVENTY TWO THOUSAND DOLLARS (\$72,000) into twelve equal payments.
- B. All payments under this Agreement must directly support services specified in this Agreement.

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.

WAYNE ROBERT HARRIS

Name of 504 Person - Type or Print

Bay Area Community Resources 171 Carlos Drive

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

SAN RAFAEL

ca

94903

City

State

Zip Code

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

9/3/2002

Date \_\_\_\_\_

Signature and Title of Author

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

Bay Area Community Resources  
Name of Contractor

NP-EPA  
for  
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

Mark Wep  
Name (Signature)

Executive Director  
Title

9/3/02  
Date

## **ATTACHMENT 3**

### **Payment Procedures (Flat Rate Contracts) BAY AREA COMMUNITY RESOURCES July 1, 2002 through June 30, 2003**

#### **1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibits to the Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

#### **2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

#### **3. Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

#### **4. Payments**

- a. County will withhold 10% of the total contract amount, and will divide the balance into twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: Monthly reports of direct services provided in the previous month and monthly bills in accordance with the County billing format.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. The 10% withhold will be kept by County pending year-end settlement, after which a reconciliation shall take place as set forth in the next section of this Attachment.
- e. Any requests for variation, exemption or waiver of the payment procedures set forth in this section 4 of Attachment 3 must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final.

5. **Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.



6. **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 County 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.

7. **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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADS) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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.

8. **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.

9. **Procedures in the Event of Non-renewal of Contract**

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.

10. **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.

11. **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 County and reflected in a duly executed Amendment to this Agreement.

**ATTACHMENT 4**  
**Monitoring Procedures**  
**BAY AREA COMMUNITY RESOURCES**  
**July 1, 2002 through June 30, 2003**

**I. Contractor's Responsibilities**

**A. Reporting Requirements for Alcohol and Drug Prevention Services**

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  2. Conduct appropriate interviews/discussions with participants served by Contractor.
  3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  4. Meet with appropriate program management and operations staff.
  5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's

program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the or PADS forms to the State of California.

attachment 4 monitoringp arial

## **ATTACHMENT 5**

### **Program Specific Requirements (Flat Rate Agreements) BAY AREA COMMUNITY RESOURCES**

July 1, 2002 through June 30, 2003

#### **I. General Administrative Requirements**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of 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 Prevention Programs**

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to the following:
  - 1. Sign-in sheets;
  - 2. Activity logs;
  - 3. Documentation of referral criteria, evaluation materials, and reports pertaining to program activities;
  - 4. All documentation necessary to report on progress toward outcome objectives of services as specified in Attachment 4; and

5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys as directed by the Alcohol and Drug Services Administrator or her designee.

III. **Program Certification**

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

A. Program Requirements:

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

B. Underserved Populations Requirements:

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

- 1) Non-English speaking;
- 2) hearing impaired;
- 3) physically impaired;
- 4) gay/lesbian;
- 5) elderly (for adult services);
- 6) pregnant women;
- 7) HIV-positive;
- 8) persons with a co-occurring disorder; 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. 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.

D. 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.



**E. Governance and Operational Requirements:**

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

- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.

**F. Conflict of Interest Requirements:**

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

Contractor's governing board has a substantial personal financial interest.

- b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.
- 4. If the Alcohol and Drug Services 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.
- 5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### **IV. Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  - 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  - 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as

the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.

- C. If it is deemed necessary by the Alcohol and Drug Services 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 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 the Human Services Agency 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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

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

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
2. The death by any cause of a person currently receiving services from Contractor's program(s).

3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

attachment5prev final arial.doc

ATTACHMENT 6

COUNTY OF SAN MATEO  
Equal Benefits Compliance Declaration Form

**I. Vendor Identification**

Name of Contractor: BAY AREA COMMUNITY RESOURCES  
Contact Person: WAYNE ROBERT HARRIS  
Address: 171 CARLOS DRIVE  
SAN RAFAEL, CA 94903  
Phone Number: (415) 444-5580 Fax Number: (415) 444-5598

**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 3 day of September, 2002 at SAN RAFAEL  
(City)

Martín Weinstein  
Signature

MARTIN WEINSTEIN  
Name (Please print)

Executive Director  
Title

94-2346815  
Contractor Tax Identification Number



ATTACHMENT 7  
ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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)

SAN MATEO COUNTY  
MEMORANDUM

DATE: 6-13-02

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM: ESTHER LUCAS FAX 802-6440 PONY HSA 202 PE  
Alcohol & Drug Services

SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Bay Area Community Resources

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? YES

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Alcohol and drug prevention activities - after school and summer program for youth.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse 6-13-02  
Risk Management Signature Date

# ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)  
12/25/2002

PRODUCER

**Schmale Insurance Services**  
980 Magnolia Avenue, Suite #5  
Larkspur, CA 94939  
(415) 461-8282 x122 / x131

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	<b>Philadelphia Indemnity Ins</b>
COMPANY B	
COMPANY C	
COMPANY D	

INSURED

**Prevention Resources, Inc.**  
Bay Area Community Resources  
375 Doherty Drive  
Larkspur, CA 94939

## 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 020155	3/1/2002	3/1/2003	GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> Profess Liab				FIRE DAMAGE (Any one fire) \$100,000
					MED EXP (Any one person) \$5,000
A	AUTOMOBILE LIABILITY	#PHPK 020155	3/1/2002	3/1/2003	COMBINED SINGLE LIMIT \$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 \$
	<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 \$
A	EXCESS LIABILITY	#PHPK 020155	3/1/2002	3/1/2003	EACH OCCURRENCE \$5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$5,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	Please see attached		7/1/2002	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	#PHPK 020155	3/1/2002	3/1/2003	Bldg & BPP \$ 579,750 EDP 94,500
	Repl Cost/Special Blnkt Prop Covgs				

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

Certificate Holder is named as Additional Insured as respects to Commercial General Liability. RE: New Perspectives East Palo Alto

## CERTIFICATE HOLDER

**San Mateo County Alcohol and Drug Services**  
400 Harbor Blvd., #C  
Belmont, CA 94002  
Attn: Esther

## 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

Robert C. Fox

*RM Fox*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JH  
PREVE-1

DATE (MM/DD/YY)  
06/29/01

**PRODUCER**  
NorthWest Insurance Agency-N  
975B First Street  
Napa CA 94559  
Phone: 707-255-7203 Fax: 707-255-3140

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: Philadelphia Indemnity Ins Co.  
INSURER B: North American Specialty Co  
INSURER C:  
INSURER D:  
INSURER E:

**ED**  
Prevention Resources, Inc.  
Bay Area Community Resources  
Sally Gury  
375 Doherty Drive  
Larkspur CA 94939

## 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	PHPK001950	03/01/01	03/01/02	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
	<input checked="" type="checkbox"/> Professional Liab				PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	PHPK001950	03/01/01	03/01/02	COMBINED SINGLE LIMIT (Es 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				
	ARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	PHPK001950	03/01/01	03/01/02	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
					\$
	DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	34W000115400	07/01/01	07/01/02	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER	PHPK001950	03/01/01	03/01/02	Bldg&BPP \$ 638,000
	Repl cost/Special Blnkt Prop Covgs \$500 PROP DED/250 EDP DED				EDP: \$ 50,000

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

Certificate Holder is Additional Insured as respects Commercial General Liability. Re: New Perspectives East Palo Alto.

CERTIFICATE HOLDER Y ADDITIONAL INSURED; INSURER LETTER: A CANCELLATION

County  
San Mateo Alcohol and  
Drug Services, Attn: Esther  
Lucas FAX 650-802-6440  
400 Harbor Blvd #C  
Belmont CA 94002

MISC-01

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

Jordan Hallman

CERTIFICATE HOLDER COPY

**STATE**  
COMPENSATION  
INSURANCE

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

**FUND**

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

SEPTEMBER 27, 2002

GROUP:

POLICY NUMBER: 1693308-2002

CERTIFICATE ID: 5

CERTIFICATE EXPIRES: 07-01-2003  
07-01-2002/07-01-2003

SAN MATEO COUNTY ALCOHOL & DRUG SERVICES  
ATTN: ESTHER LUCAS  
400 HARBOR BLVD. #C  
BELMONT CA 94002

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.



AUTHORIZED REPRESENTATIVE



PRESIDENT

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

EMPLOYER

PREVENTION RESOURCES, INCORPORATED DBA: BAY AREA  
COMMUNITY RESOURCES  
171 CARLOS DR  
SAN RAFAEL CA 94903



AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***CABRILLO UNIFIED SCHOOL DISTRICT***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***



**FLAT RATE AGREEMENT WITH  
CABRILLO UNIFIED SCHOOL DISTRICT  
FOR ALCOHOL AND DRUG SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and CABRILLO UNIFIED SCHOOL DISTRICT, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug prevention 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:	State Net Negotiated Amount (NNA) Funded Prevention Services and Rates of Payment for those Services.
Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	Payment Procedures
Attachment 4:	Monitoring Procedures
Attachment 5:	Program Specific Requirements
Attachment 6:	Equal Benefits Compliance
Attachment 7:	Additional (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug prevention services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed FORTY THOUSAND DOLLARS (\$40,000) 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 3 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, 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 3 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 (15<sup>th</sup>) day of each month.

#### D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.
- b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

F. Contract Renegotiation

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 to finalize the agreement by July 1, 2003 subject to receipt of necessary information from the state budget.

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 by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. Hold Harmless

A. It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.

B. It is agreed that County shall defend, save harmless, and indemnify Contractor, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.

C. In the event of concurrent negligence of County, its officers and/or employees, and Contractor, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

B. 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.*

C. 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..... | \$ <u>1,000,000</u> |
| (b) | Automobile Liability.....            | \$ <u>1,000,000</u> |
| (c) | Professional Liability.....          | \$ <u>-0-</u>       |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. **Non-Discrimination**

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

A. **Section 504 of the Rehabilitation Act of 1973**

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

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

D. Equal Benefits Compliance  
With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions  
1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.



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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

(1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400

(2) In the case of Contractor, to:  
Cabrillo Unified School District  
498 Kelly Avenue  
Half Moon Bay, CA 94019

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

Human Services Agency's (HSA) Responsibilities

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

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

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

ATTEST:

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

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

CABRILLO UNIFIED SCHOOL DISTRICT

BJ MACKLE, Deputy Superintendent

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



\_\_\_\_\_  
Signature

Date: Sept. 5, 2002

Contractor's Tax I.D. # 94-3083821

**EXHIBIT A**  
**PROGRAM DESCRIPTION**  
**CABRILLO UNIFIED SCHOOL DISTRICT**  
State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention Services  
July 1, 2002 through June 30, 2003

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County.

**I. Prevention Services: Coastside Prevention Partnership**

- A. Provide three thousand (3,000) hours of alcohol and drug prevention education programming to students in the Cabrillo Unified School District.
  - 1. A total of one thousand (1,000) students will participate in three (3) one (1) hour sessions of alcohol and drug prevention education programming which will take place in classroom or after school program settings.
  - 2. The sessions will be provided by Contractor's prevention coordinator, a certificated teacher trained to provide these services, or a Healthy Start nurse with trained peer helpers.
  - 3. Classroom teachers and/or other staff who regularly work in the classroom/after school program setting will be present and participate in the prevention education programming. Contractor's program staff will maintain availability for on-going support, and consultation to school staff and students who participate in the prevention education programming.
  - 4. Design and implement the prevention education programming according to early literacy best practices, multi-learning approaches, interactive processes, and individual student needs. Programming will follow best practices for prevention program design and curriculum will be appropriate to the developmental level of each group receiving services.
- B. Provide four (4) parent education sessions at school sites to be determined by Contractor. Each session will be one (1) hour in length. Childcare will be provided during the parent education sessions. Approximately twenty-five (25) adults will attend each session.

- C. Provide one thousand three hundred fourteen (1,314) hours of staff availability dedicated to alcohol and drug prevention services including program services, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

II. **Collaboration and Linkages**

Contractor's School-Linked Services Family Resource Center will work collaboratively with Coastside Even Start, Youth Empowering Systems, Inc., El Centro de Libertad, and San Mateo County Human Services Agency to enhance services provided to children and families through the Coastside Prevention Partnership program. Contractor will include progress on collaborative efforts in the quarterly narrative reports.

III. **Environmental Prevention**

Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental prevention efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other drugs by the general population. Include progress on these efforts in quarterly narrative reports.

IV. **Rates of Payment**

In full consideration of the services provided by Contractor, the total amount for NNA prevention services contained in this Exhibit is FORTY THOUSAND DOLLARS (\$40,000). Consistent with the payment methodology set forth in attachment 3, the monthly rate of payment is THREE THOUSAND DOLLARS (\$3,000).

- A. The monthly rate of payment is determined by withholding 10% of the total contract amount and dividing the balance of THIRTY SIX THOUSAND DOLLARS (\$36,000) into twelve equal payments.
- B. All payments under this agreement must directly support services specified in this agreement.

## 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.

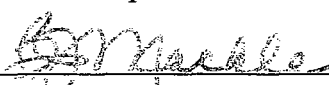
BJ MACKLE

Name of 504 Person	-	Type or Print
Cabrillo Unified School District	-	498 Kelly Ave., Half Moon Bay, CA 94019
Name of Contractor(s)	-	Type or Print
	-	Street Address or P.O. Box
City	State	Zip Code

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

Sept. 5, 2002

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

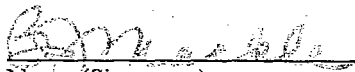
Cabrillo Unified School District

Name of Contractor

for  
Prevention Partnership

Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
Name (Signature)

Deputy Superintendent  
Title

September 5, 2002  
Date



## **ATTACHMENT 3**

### **Payment Procedures (Flat Rate Contracts) CABRILLO UNIFIED SCHOOL DISTRICT July 1, 2002 through June 30, 2003**

#### **1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibits to the Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

#### **2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

#### **3. Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

#### **4. Payments**

- a. County will withhold 10% of the total contract amount, and will divide the balance into twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: Monthly reports of direct services provided in the previous month and monthly bills in accordance with the County billing format.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. The 10% withhold will be kept by County pending year-end settlement, after which a reconciliation shall take place as set forth in the next section of this Attachment.
- e. Any requests for variation, exemption or waiver of the payment procedures set forth in this section 4 of Attachment 3 must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final.

5. **Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

6. **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 County 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.

7. **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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADS) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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.

8. **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.

9. **Procedures in the Event of Non-renewal of Contract**

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.

10. **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.

11. **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 County and reflected in a duly executed Amendment to this Agreement.

**ATTACHMENT 4**  
**Monitoring Procedures**  
**CABRILLO UNIFIED SCHOOL DISTRICT**  
**July 1, 2002 through June 30, 2003**

**I. Contractor's Responsibilities**

**A. Reporting Requirements for Alcohol and Drug Prevention Services**

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  2. Conduct appropriate interviews/discussions with participants served by Contractor.
  3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  4. Meet with appropriate program management and operations staff.
  5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's

program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the or PADS forms to the State of California.

attachment 4 monitoringp arial

## **ATTACHMENT 5**

### **Program Specific Requirements (Flat Rate Agreements) CABRILLO UNIFIED SCHOOL DISTRICT**

July 1, 2002 through June 30, 2003

#### **I. General Administrative Requirements**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of 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 Prevention Programs**

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to the following:
  - 1. Sign-in sheets;
  - 2. Activity logs;
  - 3. Documentation of referral criteria, evaluation materials, and reports pertaining to program activities;
  - 4. All documentation necessary to report on progress toward outcome objectives of services as specified in Attachment 4; and



5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys as directed by the Alcohol and Drug Services Administrator or her designee.

III. **Program Certification**

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

A. Program Requirements:

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

B. Underserved Populations Requirements:

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

- 1) Non-English speaking;
  - 2) hearing impaired;
  - 3) physically impaired;
  - 4) gay/lesbian;
  - 5) elderly (for adult services);
  - 6) pregnant women;
  - 7) HIV-positive;
  - 8) persons with a co-occurring disorder; 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. 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.

**D. 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.

E. Governance and Operational Requirements:

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

- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.

**F. 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.
- 4. 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.
- 5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

**IV. Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  - 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  - 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as

the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.

C. If it is deemed necessary by the Alcohol and Drug Services 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 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 the Human Services Agency 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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

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

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
2. The death by any cause of a person currently receiving services from Contractor's program(s).



3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

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**ATTACHMENT 6**

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

**I. Vendor Identification**

Name of Contractor: CABRILLO UNIFIED SCHOOL DISTRICT  
Contact Person: Rona Goldstein  
Address: 498 Kelly Ave.  
Half Moon Bay, CA 94019  
Phone Number: 650-712-7182 Fax Number: 650-726-8683

**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 7/1/01 (date) and expires on 6/30/04 (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 5th day of Sept., 2002 at Half Moon Bay, CA  
(City)

  
Signature

BJ MACKLE  
Name (Please print)

Deputy Superintendent  
Title

94-3083821  
Contractor Tax Identification Number

ATTACHMENT 7  
ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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)

**SAN MATEO COUNTY  
MEMORANDUM**

**DATE:** 7-10-02

**TO:** Priscilla Harris Morse **FAX:** 363-4864 **PONY:** EPS 163

**FROM:** ESTHER LUCAS **FAX:** 802-6440 **PONY:** HSA 202 PE  
Alcohol and Drug Services

**SUBJECT:** Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

**CONTRACTOR NAME:** CABRILLO UNIFIED SCHOOL DISTRICT

**DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:** Yes, minimal

**NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:**

**DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:**

Provides alcohol and drug prevention after school services

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	==	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**REMARKS/COMMENTS:**

Agreement contains mutual hold harmless language

Risk Management Signature

Date

Nor Cal ReLiEF

## CERTIFICATE OF COVERAGE

ISSUE DATE 07/01/02

## ADMINISTRATOR:

KEENAN & ASSOCIATES  
97South 2nd Street, Suite 300  
San Jose, CA 95113

LICENSE # 0451271

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 COVERAGES AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

## COVERED PARTY:

SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
Cabrillo Unified School District  
498 Kelly Avenue  
Half Moon Bay, CA 94019

**ENTITIES AFFORDING COVERAGE**  
ENTITY A Northern California  
ReLiEF

ATTN: Diane Stupi

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE / EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	NCR012005	07/01/02 07/01/03	\$200,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR012005	07/01/02 07/01/03	\$200,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$1,000,000
A	<b>PROPERTY</b> ALL RISK EXCLUDES EARTHQUAKE & FLOOD	NCR012005	07/01/02 07/01/03	\$200,000	\$100,000,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR012005	07/01/02 07/01/03	\$200,000	\$ Included EACH OCCURRENCE

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL PROVISIONS:

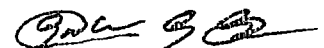
PREVENTATIVE ALCOHOL AND DRUG USE SERVICES TO THE CABRILLO UNIFIED SCHOOL DISTRICT STUDENTS.

## CERTIFICATE HOLDER:

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

ATTN: Insurance Dept.

CANCELLATION ..... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/ JPA 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 ENTITY/ JPA, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

## NORTHERN CALIFORNIA ReLIEF

## ENDORSEMENT

## ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Cabrillo Unified School District	NCR012005	KEENAN & ASSOCIATES

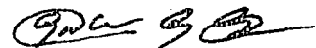
Subject to all its terms, conditions, exclusions and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

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

As Respects:

PREVENTATIVE ALCOHOL AND DRUG USE SERVICES TO THE CABRILLO  
UNIFIED SCHOOL DISTRICT STUDENTS.



---

Authorized Representative





AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***JEFFERSON ELEMENTARY SCHOOL DISTRICT***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***

**FLAT RATE AGREEMENT WITH  
JEFFERSON ELEMENTARY SCHOOL DISTRICT  
FOR ALCOHOL AND DRUG SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and JEFFERSON ELEMENTARY SCHOOL DISTRICT, hereinafter called "Contractor";

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug prevention 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:	State Net Negotiated Amount (NNA) Funded Prevention Services and Rates of Payment for those Services.
Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	Payment Procedures
Attachment 4:	Monitoring Procedures
Attachment 5:	Program Specific Requirements
Attachment 6:	Equal Benefits Compliance
Attachment 7:	Additional (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug prevention services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed FORTY FOUR THOUSAND TWENTY-ONE DOLLARS (\$44,021) 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 3 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, 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 3 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 (15<sup>th</sup>) day of each month.

#### D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.
- b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

F. Contract Renegotiation

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 to finalize the agreement by July 1, 2003 subject to receipt of necessary information from the state budget.

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 by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. Hold Harmless

A. It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.

B. It is agreed that County shall defend, save harmless, and indemnify Contractor, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.

C. In the event of concurrent negligence of County, its officers and/or employees, and Contractor, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

B. **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.*

C. **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.....          | \$ -0-       |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**7. Non-Discrimination**

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

**A. Section 504 of the Rehabilitation Act of 1973**

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

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

D. Equal Benefits Compliance  
With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions  
1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and

timeliness of services performed.

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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

(1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400

(2) In the case of Contractor, to:  
Jefferson Elementary School District  
101 Lincoln Avenue  
Daly City, CA 94015

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

Human Services Agency's (HSA) Responsibilities

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

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

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

ATTEST:

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

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

JEFFERSON ELEMENTARY SCHOOL DISTRICT

Matteo Rizzo, Assistant Superintendent

Name, Title - Print

\_\_\_\_\_  
Signature

Date: 8/27/02

Contractor's Tax I.D. # 94-3087691

**EXHIBIT A**  
**PROGRAM DESCRIPTION**  
**JEFFERSON ELEMENTARY SCHOOL DISTRICT**  
**State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention**  
**Services**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County.

**I. PREVENTION SERVICES**

**A. KARES Project: After School Program**

1. Identify and refer to the KARES After School Program, thirty (30) at-risk students in grades four (4) through six (6) at Robertson School. Identify and refer to the KARES After School Program thirty (30) at-risk students in grades three (3) through four (4) at Colma School.
2. Provide the positive alternatives KARES After School Program at two (2) school sites (Robertson and Colma), two (2) hours per day, two (2) times per week, for twenty-two (22) weeks during the school year. Program activities will include but are not limited to: tutoring, study skills development, computer skills and applications, time management strategies, organizational skill building, cultural activities, science and math projects, reading enrichment, art appreciation and crafts and recreational activities.
3. Provide three (3) educational/recreational/cultural field trips during the year for KARES After School Program participants.
4. Recruit and train ten (10) high school students to work with at-risk youth participating in the KARES After School Program providing tutoring and peer mentoring opportunities. Provide six (6) hours of training for peer tutors that include: peer tutoring information and skills, communication skills, relationship building skills and training, self-esteem enhancement, and alcohol and drug prevention information.
5. Provide thirty (30) minute drop-in visits to the KARES After School Program by a Daly City police officer who will provide drug, alcohol and tobacco prevention education and activities.
6. Provide a life-skills group at each of the two program sites (Colma and Robertson), facilitated by Pyramid Alternatives' Drug and Alcohol Prevention counselors, two (2) hours per week for a total of forty five (45) hours at each site. Identify and refer twenty (20) students at each site to participate in the group. Life-skills group

topics will include: coping skills, communication skills, alcohol and drug prevention and awareness, peer pressure, anger management and decision-making skills.

7. Provide a parent education and awareness program at each site (Colma and Robertson). The parent education and awareness program will include three (3) parent education sessions at each site. Each session will be two (2) hours long for a total of six (6) hours at each site. Recruit a minimum of ten (10) parents from each site to participate in the parent education sessions.
8. Convene and document quarterly meetings with all collaborative agency representatives.
9. Prevention Hours of Staff Availability

Provide two thousand one hundred (2,100) hours of staff availability dedicated to alcohol and drug prevention services including direct program services, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

## II. Linkages

Contractor will work collaboratively with the Bayshore Family Center and John F. Kennedy Family Center. Contractor will coordinate with the Family Centers to provide resources, assistance, and educational opportunities to at-risk students and their families in order to strengthen the family unit. Contractor will include progress on collaborative efforts in the quarterly narrative reports.

## III. Environmental Prevention

Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental prevention efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other drugs by the general population. Include progress on these efforts in quarterly narrative reports.

## IV. NNA Prevention Services Rates of Payment

In full consideration of services provided by Contractor, the total amount for NNA prevention services contained in this Exhibit is FORTY FOUR THOUSAND TWENTY-ONE DOLLARS (\$44,021). Consistent with the payment methodology set forth in Attachment 3, the monthly rate of payment is THREE THOUSAND THREE HUNDRED ONE DOLLARS AND FIFTY-EIGHT CENTS (\$3,301.58).

- A. The monthly rate of payment is determined by withholding 10% of the total contract amount and dividing the balance of THIRTY NINE THOUSAND SIX HUNDRED NINETEEN DOLLARS (\$39,619) into twelve equal payments.

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



## 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.

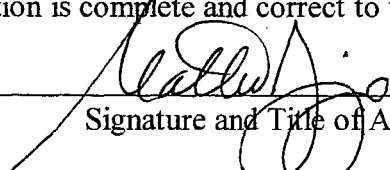
The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. 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>Matteo Rizzo</u>	
Name of 504 Person	Type or Print
<u>Jefferson School District</u>	<u>101 Lincoln Avenue</u>
Name of Contractor(s)	Type or Print
<u>Daly City</u>	<u>CA</u>
City	State
	<u>94015</u>
	Zip Code

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

<u>8/28/02</u>	<u></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


Jefferson School District

Name of Contractor

for

Alcohol and Drug Prevention Services  
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
Name (Signature)

Assistant Superintendent  
Title

8/27/02  
Date

## **ATTACHMENT 3**

### **Payment Procedures (Flat Rate Contracts) JEFFERSON ELEMENTARY SCHOOL DISTRICT July 1, 2002 through June 30, 2003**

#### **1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibits to the Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

#### **2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

#### **3. Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

#### **4. Payments**

- a. County will withhold 10% of the total contract amount, and will divide the balance into twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: Monthly reports of direct services provided in the previous month and monthly bills in accordance with the County billing format.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. The 10% withhold will be kept by County pending year-end settlement, after which a reconciliation shall take place as set forth in the next section of this Attachment.
- e. Any requests for variation, exemption or waiver of the payment procedures set forth in this section 4 of Attachment 3 must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final.

5. **Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

6. **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 County 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.

7. **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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADs) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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.

8. **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.

9. **Procedures in the Event of Non-renewal of Contract**

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.

10. **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.

11. **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 County and reflected in a duly executed Amendment to this Agreement.

**ATTACHMENT 4**  
**Monitoring Procedures**  
**JEFFERSON ELEMENTARY SCHOOL DISTRICT**  
**July 1, 2002 through June 30, 2003**

**I. Contractor's Responsibilities**

**A. Reporting Requirements for Alcohol and Drug Prevention Services**

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  - 2. Conduct appropriate interviews/discussions with participants served by Contractor.
  - 3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  - 4. Meet with appropriate program management and operations staff.
  - 5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  - 6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's



program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the or PADS forms to the State of California.

attachment 4 monitoringp arial

## **ATTACHMENT 5**

### **Program Specific Requirements (Flat Rate Agreements) JEFFERSON ELEMENTARY SCHOOL DISTRICT**

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

#### **I. General Administrative Requirements**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of 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 Prevention Programs**

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to the following:
  - 1. Sign-in sheets;
  - 2. Activity logs;
  - 3. Documentation of referral criteria, evaluation materials, and reports pertaining to program activities;
  - 4. All documentation necessary to report on progress toward outcome objectives of services as specified in Attachment 4; and

5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys as directed by the Alcohol and Drug Services Administrator or her designee.

III. **Program Certification**

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

A. **Program Requirements:**

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

B. **Underserved Populations Requirements:**

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

- 1) Non-English speaking;
  - 2) hearing impaired;
  - 3) physically impaired;
  - 4) gay/lesbian;
  - 5) elderly (for adult services);
  - 6) pregnant women;
  - 7) HIV-positive;
  - 8) persons with a co-occurring disorder; 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. 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.

**D. 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.

**E. Governance and Operational Requirements:**

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

- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.

**F. Conflict of Interest Requirements:**

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

Contractor's governing board has a substantial personal financial interest.

- b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.
- 4. If the Alcohol and Drug Services 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.
- 5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

**IV. Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  - 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  - 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as



the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.

- C. If it is deemed necessary by the Alcohol and Drug Services 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 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 the Human Services Agency 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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

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

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
2. The death by any cause of a person currently receiving services from Contractor's program(s).

3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

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ATTACHMENT 6

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

**I. Vendor Identification**

Name of Contractor: Jefferson School District  
Contact Person: Matteo Rizzo  
Address: 101 Lincoln Avenue  
Daly City, CA 94015  
Phone Number: (650) 991-1274 Fax Number: (650) 997-0273

**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 28 day of August, 2002 at Daly City  
(City)

  
Signature

Matteo Rizzo  
Name (Please print)

Assistant Superintendent  
Title

94-3087691  
Contractor Tax Identification Number

**ATTACHMENT 7**  
**ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS**

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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)

SAN MATEO COUNTY  
MEMORANDUM

DATE: 7-31-02

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM: ESTHER LUCAS FAX: 802-6440 PONY: HSA 202 PE

SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: JEFFERSON ELEMENTARY SCHOOL DISTRICT

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?: *yes, minimal*

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

*Alcohol and drug prevention services after-school program*

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>1,000,000</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Motor Vehicle Liability	<u>1,000,000</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>0</u>	<u>      </u>	<u>✓</u>	<u>      </u>
Workers' Compensation	<u>statutory</u>	<u>✓</u>	<u>      </u>	<u>      </u>

REMARKS/COMMENTS:

*This agreement contains  
mutual hold harmless  
language*

*Priscilla Morse* 7-31-02  
Risk Management Signature Date



Nor Cal ReLiEF

## CERTIFICATE OF COVERAGE

ISSUE DATE 07/29/02

## ADMINISTRATOR:

KEENAN & ASSOCIATES  
97 South 2nd Street, Suite 300  
San Jose, CA 95113

LICENSE # 0451271

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 COVERAGES AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

## COVERED PARTY:

SAN MATEO COUNTY SCHOOLS INSURANCE GROUP  
Jefferson Elementary School District  
101 Lincoln Avenue  
Daly City, CA 94015

## ENTITIES AFFORDING COVERAGE

ENTITY A Northern California  
ReLiEF

ATTN: Nellie True

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE / EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	NCR012005	07/01/02 07/01/03	\$200,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	NCR012005	07/01/02 07/01/03	\$200,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> ALL RISK EXCLUDES EARTHQUAKE & FLOOD	NCR012005	07/01/02 07/01/03	\$200,000	\$ 100,000,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	NCR012005	07/01/02 07/01/03	\$200,000	\$ Included EACH OCCURRENCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL PROVISIONS:  
KARES Alcohol & Drug prevention program.

## CERTIFICATE HOLDER:

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

ATTN: Esther Lucas

CANCELLATION ..... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/ JPA 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 ENTITY/ JPA, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

## NORTHERN CALIFORNIA ReLiEF

## ENDORSEMENT

## ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Jefferson Elementary School District	NCR012005	KEENAN & ASSOCIATES

Subject to all its terms, conditions, exclusions and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

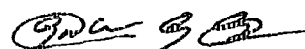
Additional Covered Party:

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

As Respects:

KARE'S Alcohol & Drug prevention program.

2002 JUL 30 P 1:38  
HUMAN SERVICES AGENCY  
ALCOHOL & DRUG SERVICES



---

Authorized Representative



AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***El Centro de Libertad***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***

**FLAT RATE AGREEMENT WITH  
EL CENTRO DE LIBERTAD  
FOR ALCOHOL AND DRUG 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";

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug 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:	State Net Negotiated Amount (NNA) Funded Prevention Services and Rates of Payment for those Services
Exhibit B:	Nonreimbursable Services
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 (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed TWENTY FIVE THOUSAND DOLLARS (\$25,000) 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, 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 (15<sup>th</sup>) day of each month.

#### D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.

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

F. **Contract Renegotiation**

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 to 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**

To the extent that this Agreement provides for a combination of treatment services and prevention services, 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 services. In addition to the payments specified in the Agreement, the total cost of Contractor's 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 by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

**5. Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) 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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

**B. 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.*

C. Liability Insurance

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

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Non-Discrimination

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

A. Section 504 of the Rehabilitation Act of 1973

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a



disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

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

D. Equal Benefits Compliance  
With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions  
1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

- (1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400

- (2) In the case of Contractor, to:  
El Centro de Libertad  
1230A Hopkins Avenue  
Redwood City, CA 94062

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

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

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

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

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

ATTEST:

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

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

EL CENTRO DE LIBERTAD

George Borg  
Name, Title - Print

George Borg  
Signature

Date: 8-28-02

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

**EXHIBIT A**  
**PROGRAM DESCRIPTION**  
**EL CENTRO DE LIBERTAD**

State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention Services  
July 1, 2002 through June 30, 2003

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County.

**I. Prevention Services**

**A. Cunha Middle School**

1. Provide three (3) series' of prevention education workshops. The curriculum for the workshop series' will include:
  - a. Education on tobacco, alcohol, and other drugs.
  - b. Communication, conflict resolution, and refusal skills.
  - c. Encouraging positive involvement in school.
2. Each workshop series will be provided one (1) hour per week, for twelve (12) weeks.
3. A total of thirty-six (36) youth, ages twelve (12) to fourteen (14) will participate in the workshops.

**B. Moonridge and Main Street Public Housing Projects**

1. Provide five (5) series' of prevention education workshops. The curriculum for the workshop series' will include:
  - a. Education on tobacco, alcohol, and other drugs.
  - b. Communication, conflict resolution, and refusal skills.
  - c. Encouraging positive involvement in school.
2. Each workshop series will be provided ninety (90) minutes per week, for twelve (12) weeks. These series' will be gender specific. Two (2) of the series' will be provided to young women. Three (3) of the series' will be provided to young men. The workshops will alternate between the two housing projects.
3. A total of fifty (50) youth, ages twelve (12) to fourteen (14) will



participate in the workshops.

4. Parent Involvement

Forty (40) parents will attend at least one of the project events, parent information workshops, graduation ceremonies, or other activities designed by the youth participating in the workshop series'.

C. School Age Mothers Program (SAMP) at Redwood High School

1. Provide a prevention education program to a total of thirty (30) SAMP students, ages thirteen (13) to eighteen (18). Each student will participate in between twelve (12) and twenty (20) sessions of one (1) hour in length.
2. The curriculum for the prevention education sessions will include:
  - a. Asset building/reinforcement of parenting competencies.
  - b. Communication, conflict resolution, and refusal skills.
  - c. Identification of resources within the community.

D. Pescadero

1. Provide workshops on substance abuse and anger management to families of youth attending Pescadero Elementary and High Schools.
  - a. Each workshop will be ninety (90) to one hundred twenty (120) minutes in length.
  - b. A total of three hundred (300) community residents will participate in one (1) or more workshops.

E. Hours of Staff Availability

Provide five hundred fifty-six (556) hours of staff availability dedicated to alcohol and drug prevention services including direct program services, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

II. Collaboration and Linkages

Contractor will work collaboratively with the Cabrillo Unified School District School Linked Services Family Resource Center (FRC), and Pescadero Healthy

Start in providing its prevention education services to the Coastsides communities within the service areas of these FRCs. Contractor will include progress on collaborative efforts in the quarterly narrative reports.

**III. Environmental Prevention**

- A. Conduct four (4) focus groups in communities/settings served by Contractor's alcohol and drug prevention services to gather information on community needs and gaps in services. Communities/settings tentatively identified for focus group participation are:
  - 1. Moonridge and Main Street Public Housing Projects
  - 2. Pescadero
  - 3. High School Students in Community Schools/Alternative Programs
- B. Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental prevention efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other drugs by the general population.
- C. Include progress on environmental prevention efforts in quarterly narrative reports.

**IV. Rates of Payment**

In full consideration of the alcohol and drug prevention services provided by Contractor, the total amount for NNA prevention services contained in this Exhibit is TWENTY FIVE THOUSAND DOLLARS (\$ 25,000). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$1,875).

- A. The monthly rate of payment is determined by withholding ten percent of the total contract amount and dividing the balance of TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500) into twelve equal payments.
- B. All payments under this Agreement must directly support services specified in this Agreement.

**EXHIBIT B**  
**Nonreimbursable Services**  
**Deferred Entry of Judgment Programs and Payments**  
**EL CENTRO DE LIBERTAD**  
**July 1, 2002 through June 30, 2003**

Contractor will provide Deferred Entry of Judgment (DEJ) services at location(s) subject to mutual agreement in San Mateo County. County will not pay Contractor any money whatsoever for the DEJ program specified below. In consideration of County's authorization to Contractor to levy and collect fees for the program(s) described in this Exhibit, Contractor will operate the following program.

**I. Deferred Entry of Judgement (DEJ)**

**A. DEJ Program Requirements**

The DEJ programs shall conform with each of the following:

**1. Governing Policies:**

- a. The DEJ program requirements, as specified in all applicable California laws, and codes, and any other related programs as requested by County Probation and agreed upon by the County Alcohol and Drug Services Administrator.
- b. County rules and regulations outlined in correspondence and bulletins published by the County Alcohol and Drug Services Administrator or her designee.
- c. Applicable state directives issued by the California Department of Alcohol and Drug Programs (ADP).
- d. Court orders.

**B. DEJ Program Services**

The DEJ program will provide to each program participant services of the type and in the amounts required by the above and the Courts, and/or the County Alcohol and Drug Services Administrator and/or County Probation.

**1. Services shall include but not be limited to:**

- a. Group and individual counseling/education;
- b. Urine drug screens; and
- c. Assessment, and referral when appropriate.

**C. DEJ Objectives**

The objectives of the DEJ program are to comply with court orders, create

self-awareness of alcohol and other drug abuse and prevent future arrests.

D. DEJ Program Content

The DEJ program will provide education at all levels of service.

1. DEJ program content and structure will be per County rules and regulations outlined in correspondence and bulletins published by the County Alcohol and Drug Services Administrator.

II. DEJ Payment Schedule

In full consideration of the DEJ services provided by Contractor and the oversight provided by the County pursuant to this Agreement and subject to all the provisions hereinabove, the parties agree the following provisions shall be met:

A. DEJ Client Fees

1. The maximum client fee for the Deferred Entry of Judgment (DEJ) programs shall be fixed by the County Alcohol and Drug Services Administrator, subject to the approval of the County Board of Supervisors.
2. The maximum client fee for the DEJ Education Sanction program shall be fixed by the County Alcohol and Drug Services Administrator.

B. Client Fee Guidelines

1. Any increase in fees shall be approved by the County Board of Supervisors for service providers in San Mateo County.
2. No person shall be denied services because of inability to pay as determined by applicable regulations and policies.
3. Contractor shall limit any excess fees or profit from each nonreimbursable program to ten percent (10%) of the total expenses of the program or per applicable California regulation and/or County Alcohol and Drug Services directive.

C. County Administrative Fee

An administrative fee will be charged to compensate County for costs incurred in discharging its statutory responsibility to monitor and oversee alcohol and drug programs. DEJ administrative fees must be approved by the County Human Services Agency Director. Contractor shall remit monthly to County Alcohol and Drug Services Administrator the following:

1. A five percent (5%) administrative fee of the gross revenue received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to provider for returned checks and less collections for drug testing for the DEJ program.
2. Administrative fees described hereinabove may be submitted either monthly or quarterly. In the event that submission is not postmarked by the tenth (10th) day of the following month, a five percent (5%) penalty of the full, monthly administrative fee may be assessed by County. This five percent (5%) penalty may be added for each thirty (30) day period, or portion thereof, that the payments are outstanding. If the tenth (10th) day of the month falls on a weekend or County holiday, the submission of fees must be postmarked by the next work day. All units of service reports are due monthly. Copies of all quarterly reports to the state, and state audit preparation packages, will be sent to the County at the same time they are sent to the state.
3. Contractor's gross revenue shall include ancillary, make-up, late, reduced, and incomplete fees, duplicative completion certificate fees and fees for dishonored checks.
4. The administrative fees cover the cost of program oversight including contract maintenance and monitoring and other programmatic benefits provided by County. This fee may be revised during the contract period by the mutual agreement of Contractor and the Director of the Human Services Agency or her designee.

### **III. Program Budget**

- A. Contractor will expend funds received for operation of its program and services according to applicable laws and regulations and the budget submitted to, and approved by, the County Alcohol and Drug Services.
- B. Transfers between personnel and operating expense that in the aggregate equal or exceed ten percent (10%) of the maximum amount specified in Paragraph 3 of the body of this Agreement, or FIVE THOUSAND DOLLARS (\$5,000), whichever is less, of the contract budget may be made only upon prior authorization of the Director of Human Services or her designee.

**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.

George Borg

Name of 504 Person - Type or Print

EL Centro de Libertad 1230-A Hopkins Avenue  
Name of Contractor(s) - Type or Print Street Address or P.O. Box

Redwood City CA 94062-  
City State Zip Code

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

8-28-02 George Borg Executive 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

\_\_\_\_\_  
Name of Contractor

for

\_\_\_\_\_  
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

George Bay  
Name (Signature)

Executive Director  
Title

8-28-02  
Date

**ATTACHMENT 3**  
**HIV/AIDS 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 Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug 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 (Flat Rate Contracts) EL CENTRO DE LIBERTAD July 1, 2002 through June 30, 2003**

#### **1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibits to the Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

#### **2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

#### **3. Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

#### **4. Payments**

- a. County will withhold 10% of the total contract amount, and will divide the balance into twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: Monthly reports of direct services provided in the previous month and monthly bills in accordance with the County billing format.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. The 10% withhold will be kept by County pending year-end settlement, after which a reconciliation shall take place as set forth in the next section of this Attachment.
- e. Any requests for variation, exemption or waiver of the payment procedures set forth in this section 4 of Attachment 4 must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final.

5. **Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

6. **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 County 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.

7. **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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADs) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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.

8. **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.

9. **Procedures in the Event of Non-renewal of Contract**

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.

10. **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.

11. **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 County and reflected in a duly executed Amendment to this Agreement.

**ATTACHMENT 5**  
**Monitoring Procedures**  
**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. 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 the California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
  - a. If the mid-year report due January 31, 2003 indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services, County may require Contractor to submit monthly narrative reports describing actual delivery of services provided under the Exhibits for the remainder of the contract term.
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addendums thereto, and as directed by the County Alcohol and Drug Services Administrator or her designee.

**B. Reporting Requirements for Alcohol and Drug Prevention Services**

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  2. Conduct appropriate interviews/discussions with participants served by Contractor.
  3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  4. Meet with appropriate program management and operations staff.
  5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's

program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

attachment 5 monitoringtrial



## **ATTACHMENT 6**

### **Program Specific Requirements (Flat Rate 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.
  - 2. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 3. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 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. redetermination 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 via an ASI within 30 days prior to admission to Contractor's program(s), and as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs 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 County.

### III. **Administrative Requirements for Prevention Programs**

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to the following:

1. Sign-in sheets;
  2. Activity logs;
  3. Documentation of referral criteria, evaluation materials, and reports pertaining to program activities;
  4. All documentation necessary to report on progress toward outcome objectives of services as specified in Attachment 5; and
  5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys as directed by the Alcohol and Drug Services Administrator or her designee.

**IV. Program Certification**

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

**A. Program Requirements:**

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

**B. Underserved Populations Requirements:**

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
  - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs

and/or alcohol and drug related materials in order to meet the needs of the people in the community(ies) served by Contractor.

- b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
    - c. Special and/or underserved populations include the following:
      - 1) non-English speaking;
      - 2) hearing impaired;
      - 3) physically impaired;
      - 4) gay/lesbian;
      - 5) elderly (for adult services);
      - 6) pregnant women;
      - 7) HIV-positive;
      - 8) persons with 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, and disorientation.
- c. Program eligibility standards and policies and procedures for admission to and termination from the program.
- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.
4. 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.

5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

V. **Fiscal Certifications**

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

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

VI. **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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

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

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
2. The death by any cause of a person currently receiving services from Contractor's program(s).
3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

ATTACHMENT 7

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

**I. Vendor Identification**

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

**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 28<sup>th</sup> day of August, 2002 at Redwood City  
(City)

George Borg  
Signature

Name (Please print)

Executive Director  
Title

94-3189174  
Contractor Tax Identification Number

**ATTACHMENT 8**  
**ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS**

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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

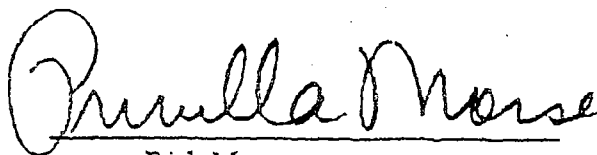
DUTIES:

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)  
05/22/200PRODUCER (650)341-4484 FAX (650)341-4465  
Business Professional Ins. Assoc. Inc.  
1519 South B Street  
San Mateo, CA 94402THIS 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:

## 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,
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,
	<input checked="" type="checkbox"/> Misc. Professional				PERSONAL & ADV INJURY \$ 1,000,
					GENERAL AGGREGATE \$ 2,000,
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,
A	AUTOMOBILE LIABILITY	2001-03306 NPO	05/15/2002	05/15/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,
	<input 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 checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	2002-03306-UMB-NPO	05/15/2002	05/15/2003	EACH OCCURRENCE \$ 2,000,
	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
A	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 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 2010 1093  
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 94002SHOULD 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*



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

# CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

APRIL 8, 2002

POLICY NUMBER: 1384258 - 02  
CERTIFICATE EXPIRES: 3-15-03

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

*Kc Bollier*

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 HA  
REDWOOD CITY, CA 94062



AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***FREE AT LAST***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***

**FLAT RATE AGREEMENT WITH  
FREE AT LAST  
FOR ALCOHOL AND DRUG 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";

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug 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:	State Net Negotiated Amount (NNA) Funded Alcohol and Drug Treatment Services and Rates of Payment for those Services
Exhibit B:	NNA Funded Prevention Services and Rates of Payment for those Services
Exhibit C:	Bay Area Services Network (BASN) Funded Alcohol and Drug Treatment Services and Rates of Payment for those Services
Exhibit D:	County Funded Alcohol and Drug Treatment Continuation Services and Rates of Payment for those Services
Exhibit E:	Nonreimbursable Services
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 (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed THREE HUNDRED EIGHTY SIX THOUSAND SIX HUNDRED TWENTY-NINE DOLLARS (\$386,629) 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

B. **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 (15<sup>th</sup>) day of each month.

C. **Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.

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

F. Contract Renegotiation

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 to 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

To the extent that this Agreement provides for a combination of treatment services and prevention services, 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 services. In addition to the payments specified in the Agreement, the total cost of

Contractor's 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 by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) 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 or any pending change in the limits of liability or of any cancellation or modification of the policy.



B. 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.*

C. 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.....	\$ -0-

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. **Non-Discrimination**

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

A. **Section 504 of the Rehabilitation Act of 1973**

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

C. **Non-Discrimination - Employment**

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

D. **Equal Benefits Compliance**

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. **Violation of the Non-Discrimination Provisions**

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

a) Termination of this Agreement;

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

- (1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400

- (2) In the case of Contractor, to:  
Free At Last  
1796 Bay Road  
East Palo Alto, CA 94303

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

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

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

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

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

ATTEST:

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

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

FREE AT LAST

*Darice Tillery, Interim Executive Director*  
*Human Resources Director*

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

*Darice Tillery*  
\_\_\_\_\_  
Signature

Date: 9/24/02

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



**EXHIBIT A**  
**State Negotiated Net Amount (NNA) Funded**  
**Alcohol and Drug Treatment Services and Payments**  
**FREE AT LAST**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following alcohol and drug treatment services at a mutually agreed upon location 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, hereinafter referred to as "program participants" to these services. All San Mateo County residents will have priority for admission over all other people who are waiting to be admitted to Contractor's State NNA funded alcohol and drug treatment programs. All payments under this Agreement must directly support services specified in this Agreement.

**I. NNA PERINATAL RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES**

Contractor's NNA perinatal residential program will comply with all aspects of the most current State of California Alcohol and Drug Programs (ADP) Perinatal Guidelines, and the most current State of California Standards for Drug Treatment Programs as they pertain to the NNA perinatal residential program.

**A. NNA Perinatal Residential Alcohol And Drug Treatment Units of Service:**

Admit to Contractor's NNA perinatal residential alcohol and drug treatment program a minimum of six (6) chemically dependent female program participants who are pregnant or parenting. Provide a total of two thousand six (2,006) days of NNA perinatal residential alcohol and drug treatment services to be allocated by Contractor.

**B. NNA Perinatal Residential Alcohol and Drug Treatment Services:**

Contractor will provide food, shelter, and other basic needs. Contractor's basic NNA perinatal residential alcohol and drug treatment program will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), recovery planning, relapse prevention, follow-up at 3-months and 9-months after intake for each program participant, discharge planning and case management services for each program participant.
2. Provide individual and group counseling, educational classes, 12-step meetings, family group and parenting classes.
3. Curriculum will include:

- a) alcohol and drug addiction and recovery;
  - b) health and nutrition, smoking cessation, stress management;
  - c) meditation, exercise and spiritual development;
  - d) setting goals, preparing for long-term stability, self-sufficiency planning and family issues and unresolved areas;
  - e) literacy support, tutoring, English classes, identifying learning difficulties, and GED completion;
  - f) computer training, employment readiness, resume writing, interview skills;
  - g) assistance with securing employment and housing;
  - h) stress and anger management, conflict resolution, and domestic violence prevention; and
  - i) building trust and communication skills.
4. Provide parenting skills education including parenting styles, discipline, communication and self-esteem building, child abuse prevention, male involvement, and infant care.
  5. Residents will be expected to attend Alcoholics Anonymous (AA), Narcotics Anonymous (NA), and/or other self-help groups during their participation in the program.
  6. Address family reunification issues so program participants may work to maintain family structure and may have a family base to return to upon completing Contractor's program.
  7. Review medical and special needs of program participants and make appropriate referrals as required.
  8. Provide or facilitate at least one (1) alcohol- and drug-free socialization activity for residents per quarter.

**C. NNA Perinatal Residential Services Payment Rates:**

In full consideration of the perinatal residential services provided by Contractor, the total contract obligation for these services is ONE

HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS (\$156,479). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is ELEVEN THOUSAND SEVEN HUNDRED THIRTY-SIX DOLLARS(\$11,736).

1. The monthly rate of payment is determined by withholding 10% of the total contract obligation and dividing the balance of ONE HUNDRED FORTY THOUSAND EIGHT HUNDRED THIRTY-ONE DOLLARS (\$140,831) into twelve equal payments.
  - a. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$156,479 divided by 2,006 = \$78.00 per bed day).
2. All payments under this Agreement must directly support services specified in this Agreement.

## **EXHIBIT B**

### **State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention Services and Payments**

**FREE AT LAST**

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

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

#### **I. NNA-FUNDED ALCOHOL AND DRUG PREVENTION SERVICES**

Contractor will provide the following NNA-funded alcohol and drug prevention services:

##### **A. Youth Outreach**

1. Provide information to three hundred (300) youth in the East Palo Alto community and their family members through presentations to classes, participation at health fairs, and group education sessions.
  - a. Provide prevention education sessions to students at Cesar Chavez and other elementary schools in East Palo Alto. Coordinate with Connect Family Resource Center (FRC) to establish guidelines and culturally/age appropriate topics. Presenters will be Contractor's bilingual outreach team members and/or youth counselors.
2. Provide street outreach to two hundred fifty (250) youth in the East Palo Alto community to increase their awareness of risk behaviors leading to addiction and its consequences and to invite them to participate in prevention activities.
3. Provide five (5) hours per week of problem identification and referral services to youth who may benefit from alcohol and drug treatment or other services in the community.

##### **B. Youth Drop-in Center**

1. Contractor's program staff will develop and document strategies for improvement of the effectiveness of the youth services provided at the Youth Drop-in Center. Evaluate the

effectiveness of the services provided and include progress in quarterly narrative reports.

2. Keep the Youth Drop-in Center open and staffed five (5) days per week, ten (10) hours per day. A minimum of two hundred fifty (250) youth will utilize the Youth Drop-in Center.
3. Provide four (4) hours per week of problem identification and referral services at the Drop-in Center for youth who may benefit from alcohol and drug treatment services, prevention education/alternative activities, and/or other support services available in the community that promote a drug-free lifestyle. Outreach and Youth Drop-in Center services will identify and refer a combined total of four hundred sixty (460) youth.
4. Provide four (4) vocational sessions of one and one half (1 ½) hours each, either on-site or at an alternate site within East Palo Alto.
5. Provide ten (10) life skills sessions of one and one half (1 ½) hours each, either on-site or at an alternate site within East Palo Alto.
6. Provide two (2) special community events either on-site or at an alternate site within East Palo Alto.
7. Publicize the Youth Drop-in Center, events, and activities through community outreach.

C. Parent Education

Provide parenting education and/or training of trainers workshops as follows:

1. Provide a five-week bilingual parenting program to be held at the Connect FRC for parents of students attending Green Oaks Academy and Cesar Chavez School. Each session will be two (2) hours in length, for a total of ten (10) hours. Provide the parenting program to twenty-eight (28) parents.
2. Provide two (2) Training the Trainers workshops to train parents and Contractor's staff members who want to learn to facilitate a parenting support group. Each workshop will be three (3) hours in length. Offer the workshops at Contractor's program site. Provide Training the Trainers workshops to sixteen (16) individuals.

D. Prevention Hours of Staff Availability:

Provide three thousand five hundred thirty-six (3,536) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

II. **COLLABORATION AND LINKAGES**

Contractor will work collaboratively with the Connect FRC in providing its alcohol and drug prevention services to the East Palo Alto community. Contractor will include progress on collaborative efforts in the quarterly narrative reports.

III. **ENVIRONMENTAL PREVENTION**

Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental Prevention Efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other drugs by the general population. Include progress on these efforts in quarterly narrative reports.

IV. **NNA FUNDED PREVENTION SERVICES RATES OF PAYMENT**

In full consideration of services provided by Contractor, the total amount for NNA prevention services contained in this Exhibit is EIGHTY SIX THOUSAND FOUR HUNDRED NINETY-SEVEN DOLLARS (\$86,497). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is SIX THOUSAND FOUR HUNDRED EIGHTY-SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$6,487.25).

- A. The monthly rate of payment is determined by withholding 10% of the total contract amount and dividing the balance of SEVENTY SEVEN THOUSAND EIGHT HUNDRED FORTY-SEVEN DOLLARS (\$77,847) into twelve equal payments.
- B. All payments under this Agreement must directly support services specified in this Agreement.

**EXHIBIT C**  
**Bay Area Services Network (BASN) Funded**  
**Alcohol and Drug Treatment Services and Payments**  
**FREE AT LAST**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Bay Area Services Network (BASN) funded alcohol and drug treatment services to parolees at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will comply with the current San Mateo County BASN Work Plan; the most current State Parolee Services Network Specifications for Treatment Recovery Services, as applicable; the most current version of the California Department of Corrections BASN Guidelines; and the requirements outlined in the 2002-03 San Mateo County Request for Proposals by Alcohol and Drug Services for Bay Area Services Network Parolees.

**I. BAY AREA SERVICES NETWORK (BASN) FUNDED NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES**

**A. BASN Nonresidential Alcohol and Drug Treatment Units of Service:**

Contractor will provide a maximum of one hundred eighty (180) days of the following BASN nonresidential alcohol and drug treatment services per program participant, for individuals referred to the BASN nonresidential program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.

1. Admit to Contractor's BASN nonresidential alcohol and drug treatment program a minimum of ten (10) program participants.
2. Provide one thousand two hundred ninety-eight (1,298) staff hours dedicated to BASN nonresidential services to the participants described in the preceding paragraph including face-to-face contacts, preparation time, and record keeping. Staff hours will include a minimum of five (5) contact hours, per BASN program participant, per week, and at least one (1) individual session, per BASN program participant, per week. These five (5) contact hours are to be conducted over at least three (3) calendar days, per week. In addition, a weekly allowance of four (4) hours per week is allotted for administrative work.

3. Provide a minimum of three (3) group counseling sessions per week to the program participants described in Paragraph I.A.1. above. Each BASN nonresidential program participant will receive a total of two (2) group counseling sessions per week. Group sessions may consist of no less than one (1) BASN nonresidential program participant and no more than a total of ten (10) individuals.

**B. BASN Nonresidential Alcohol and Drug Treatment Services:**

All of the following services are part of Contractor's basic BASN nonresidential alcohol and drug treatment program. Contractor will provide services including, but not limited to, the following:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, case management, aftercare and relapse prevention for each program participant.
2. Provide, or make available, job skills assessment and training for program participants.
3. Provide, or make available, ancillary support services including access to HIV/AIDS testing and education, literacy assessment and training, job skills assessment and training, and other suitable educational training.
4. Develop an aftercare plan with each BASN nonresidential program participant prior to the participant's completion of the final phase of the BASN nonresidential recovery program. Plan will include group and individual support for continued recovery, relapse prevention, education, and continuing linkages with community services.
5. Provide attendance reports to the County BASN Coordinator, on at least a monthly basis. Coordinate with Parole Officers, monthly, regarding progress of BASN program participants. Notify Parole Agent immediately if program participant misses a session or is discharged from the program.
6. Coordinate cases and referrals, as necessary, with other San Mateo County BASN service providers and Walden House Case Manager. Notify Parole Agent and Walden House Case Management immediately if BASN program participant is admitted or discharged from program.



- C. **BASN Nonresidential Alcohol and Drug Treatment Payment Rates:**  
In full consideration of the BASN nonresidential alcohol and drug treatment services provided by Contractor pursuant to this Agreement and subject to Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below:
1. County shall pay Contractor a maximum of FIFTY-FIVE THOUSAND EIGHT HUNDRED SIX DOLLARS (\$55,806.00) for the term of the Agreement. County shall pay Contractor for BASN nonresidential alcohol and drug treatment services at the rate of FORTY THREE DOLLARS (\$43.00) per available staff hour.
  2. Contractor will ensure that the full range of BASN alcohol and drug treatment services are available for the entire term of this Agreement.
  3. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these BASN nonresidential alcohol and drug treatment services.
  4. Contractor's monthly itemized bill will include the following:
    - a. Names of program participants receiving services during the month.
    - b. Dates services were provided.
    - c. Number of individual and group counseling hours provided for each program participant.
    - d. Number of staff hours provided, by modality.
    - e. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

II. **BASN FUNDED RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES**

- A. **BASN Women's Residential Alcohol and Drug Treatment Units of Service:**  
Contractor will provide a maximum of one hundred eighty (180) days of BASN women's residential treatment per program participant, for individuals referred to the BASN residential program by the Bay Area Services Network (BASN). Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.

1. Admit a minimum of two (2) BASN women residential alcohol and drug treatment program participants. Provide a total of two hundred forty (240) days of BASN women's residential alcohol and drug services to be allocated by Contractor.
  2. Admit BASN women program participants to Contractor's BASN women's residential alcohol and drug treatment program as Contractor deems appropriate for individual program participants up to a maximum of one hundred eighty (180) days of BASN residential services.
- B. BASN Men's Residential Alcohol and Drug Treatment Units of Service:  
Contractor will provide a maximum of one hundred eighty (180) days of BASN men's residential treatment services per program participant, for individuals referred to the BASN residential program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.
1. Admit a minimum of two (2) BASN men residential alcohol and drug treatment program participants. Provide a total of two hundred forty (240) days of BASN men's residential alcohol and drug services to be allocated by Contractor.
  2. Admit BASN men program participants to Contractor's BASN men's residential alcohol and drug treatment program as Contractor deems appropriate for individual program participants up to a maximum of one hundred eighty (180) days of BASN residential services.
- C. BASN Residential Alcohol and Drug Treatment Services:  
Services will include, but not be limited to, alcohol and drug treatment, aftercare, and relapse prevention. The following services are part of Contractor's basic BASN residential alcohol and drug treatment program:
1. Orientation/Assessment:  
Including an understanding of the program rules and the process each participant will be part of while in the program. A treatment plan will be developed that includes both short- and long-term behaviorally measurable goals that the program participant will work on while in the program.

2. Stabilization:

Program participants will be directed towards stabilization through education, experiential activities, recreation, and counseling. The goal of stabilization will be to provide program participants with insight into the criminal thinking process, the addictive disease process, and relapse prevention.

3. Exit Planning and Transition to Outpatient Services:

At least two weeks prior to the anticipated date of BASN residential treatment program completion, or transition, the program will assist each program participant in developing an exit/transition plan, which will include the following:

- a) Notification of the BASN case management contractor, and Parole.
- b) BASN transition plan and treatment summary including rehabilitation and relapse issues that need to be addressed by the program participant to assure long term recovery.
- c) Coordination and scheduled appointment with a BASN outpatient program for ongoing rehabilitation services if one hundred eighty (180) days have not been provided; if no opening is available, Contractor may schedule an appointment with a State Alcohol and Drug Programs (ADP) certified, non-BASN, outpatient program.

4. Provide attendance reports to the County BASN Coordinator, on at least a monthly basis. Coordinate with Parole Officers, monthly, regarding progress of BASN program participants. Notify Parole Agent immediately if program participant misses a session or is discharged from the program.

5. Coordinate cases and referrals, as necessary, with other San Mateo County BASN service providers and Walden House Case Manager. Notify Parole Agent and Walden House Case Management immediately if BASN program participant is admitted or discharged from program.

D. BASN Residential Alcohol and Drug Treatment Payment Rates:

In full consideration of the BASN residential alcohol and drug treatment services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below:

1. County shall pay Contractor a maximum of THIRTEEN THOUSAND TWO HUNDRED ONE DOLLARS (\$13,201.00) for the term of the Agreement. County shall pay Contractor for BASN women's residential alcohol and drug treatment services at the rate of FIFTY FIVE DOLLARS (\$55.00) per bed day for residential services actually provided.
2. County shall pay Contractor a maximum of THIRTEEN THOUSAND TWO HUNDRED ONE DOLLARS (\$13,201.00) for the term of the Agreement. County shall pay Contractor for BASN men's residential alcohol and drug treatment services at the rate of FIFTY FIVE DOLLARS (\$55.00) per bed day for residential services actually provided.
3. Contractor will ensure that the full range of BASN alcohol and drug treatment services are available for the entire term of this Agreement.
4. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these BASN residential alcohol and drug treatment services.
5. Contractor's monthly itemized bill will include the following:
  - a. Names of program participants receiving services during the month.
  - b. Dates services were provided.
  - c. Number of bed days provided for each program participant.
6. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**III. BASN SOBER LIVING ENVIRONMENT (SLE) TRANSITIONAL HOUSING**

Program participants must be admitted through BASN specific case management authorization from BASN specific residential treatment services. Contractor will provide the following services:

**A. BASN SLE Units of Service:**

Contractor will provide a total of four hundred forty-five (445) days of BASN sober living environment (SLE) transitional housing to a minimum of three (3) BASN program participants.

**B. BASN SLE Services:**

Admission criteria and program standards for BASN SLEs will include, but not be limited to:

1. Per agreement with the California Department of Corrections (CDC) and the State Alcohol and Drug Programs (ADP), Contractor will require a minimum of four (4) hours per week, and report monthly, the following activities from it's aftercare program as fulfilling the outpatient requirement for Contractor's BASN SLE participants:
  - a. family counseling groups; and
  - b. outside twelve step meetings.
2. Meet bi-weekly with a representative from BASN SLE transitional housing facility.
3. Assist in maintaining all buildings and grounds of each BASN SLE.
4. Program participants must be admitted through BASN specific case management authorization from BASN specific residential treatment services.
5. Ensure homes are clean, well furnished, and well maintained.
6. There must be a rental agreement for each program participant, signed by the landlord, owner, or representative and the program participant, that clearly shows the deposit, refund policy, rent payment schedule and policy on return of rent if the program participant leaves. There will be policies for admission criteria, late payment of rent, consequences for using and/or selling alcohol and other drugs, and grounds and procedures for discharge.
7. There will be policies in place for admission criteria, late payment of rent, consequences for using and/or selling alcohol and other drugs, and grounds and procedures for discharge.
8. Have posted clear conditions of residency including house rules, housekeeping duties, curfews, etc.
9. Contractor will have a written policy to address the use and/or sale of alcohol and other drugs.
10. Program participants must be admitted to, and participating in,

BASN outpatient recovery services at least three (3) times a week while receiving SLE services.

11. Assist in maintaining a supportive alcohol- and drug-free environment for residents of BASN SLE transitional housing. Assist residents in participating in BASN off-site outpatient/recovery services, and community support groups, including those provided by Contractor.
12. Ensure the BASN SLE(s) will meet the needs of an ethnically and culturally diverse population as well as the physically challenged. Provide staff support to assist with multicultural special populations and to assist with housing and living issues.
13. Develop a plan for each BASN resident to obtain financial self-sufficiency. Assist BASN residents to function as independent and financially self-supporting individuals.

C. BASN SLE Payment Rates:

County shall Contractor a maximum of SIX THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS (\$6,445.00) for the term of the Agreement. County shall pay Contractor for BASN SLE services at the rate of FOURTEEN DOLLARS AND FIFTY CENTS (\$14.50) per bed day for SLE services actually provided.

1. Contractor will ensure that the full range of BASN alcohol and drug treatment services are available for the entire term of this Agreement.
2. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these BASN SLE services.
3. Contractor's monthly itemized bill will include the following:
  - a. Names of program participants receiving services during the month.
  - b. Dates services were provided.
  - c. Number of bed days provided for each program participant.
4. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT D**  
**County Funded**  
**Alcohol and Drug Treatment Services and Payments**  
**Treatment Continuation Services**  
**FREE AT LAST**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following alcohol and drug treatment continuation services at a mutually agreed upon location in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. All payments under this Agreement must directly support services specified in this Agreement.

**I. ALCOHOL AND DRUG TREATMENT SERVICES**

Contractor will provide residential alcohol and drug treatment continuation services to ten (10) men, known as "program participants" currently enrolled in Contractor's residential treatment services that were originally paid for by Center for Substance Abuse Treatment grant No. 1 H79 T111599-01, which has expired. However, County Alcohol and Drug Services has committed FIFTY FIVE THOUSAND DOLLARS (\$55,000) of funding to permit these ten (10) men to continue in their ongoing treatment programs until that funding has been depleted.

**A. Alcohol and Drug Treatment Units of Service**

Provide men's residential alcohol and drug treatment continuation services to a maximum of ten (10) chemically dependent male program participants. Provide a maximum of seven hundred eighty-six (786) days of residential alcohol and drug treatment services to be allocated by Contractor among the program participants.

**B. Alcohol And Drug Treatment Services**

1. Provide a minimum of one (1) individual counseling session for each program participant weekly to review and adapt their recovery plan as goals are attained.
2. Provide each program participant with a minimum of six (6) hours of groups therapy to address recovery issues including, but not limited to: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills.
3. Provide a structured program including, but not limited to, group and individual counseling, art therapy, parenting education, "twelve

step" meetings, and family socialization activities.

4. Provide ancillary support services including access to legal support, HIV/AIDS testing, literacy assistance and supportive educational training and job search, and additional medical/mental health assessments to those program participants identified as having special needs.
5. Develop an aftercare/transitional recovery plan with each program participant which includes, but is not limited to, referral to additional treatment services as appropriate, parenting groups, early recovery groups, individual and family counseling, participation in special interest groups, and weekly attendance at "twelve step" meetings.

C. Residential Alcohol and Drug Treatment Continuation Payment Rates

In full consideration of the residential alcohol and drug treatment continuation services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below:

1. County shall Contractor a maximum of FIFTY FIVE THOUSAND DOLLARS (\$55,000) for the term of the Agreement for County funded men's residential alcohol and drug treatment continuation services described in this Exhibit. County shall pay Contractor at the rate of SEVENTY DOLLARS (\$70) per bed day for residential services actually provided.
2. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these residential alcohol and drug treatment continuation services.
3. Contractor's monthly itemized bill will include the following:
  - a. Names of program participants receiving services during the month.
  - b. Dates services were provided, and the number of bed days provided for each program participant.
  - c. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.



**EXHIBIT E**  
**Driving Under the Influence Programs and Payments**  
**FREE AT LAST**  
**July 1, 2002 through June 30, 2003**

Contractor will provide Driving Under the Influence (DUI) services at location(s) subject to mutual agreement in San Mateo County. County will not pay Contractor any money whatsoever for the DUI program(s) specified below. In consideration of County's authorization to Contractor to levy and collect fees for the program(s) described in this Exhibit, Contractor will operate the following program(s):

**I. DRIVING UNDER THE INFLUENCE (DUI) PROGRAMS**

Contractor shall provide First Offender Program (FOP) Driving Under the Influence (DUI) services as follows:

**A. DUI Program Requirements:**

The Driving Under the Influence Program (DUI) contractor shall conform with each of the following for each level of service they are providing:

**1. DUI Governing Policies:**

- a. All requirements, as specified in all applicable California laws, Codes, and State directives issued by the California Department of Alcohol and Drug Programs, and California Department of Motor Vehicles.
- b. Shall hold one or more current DUI license(s) issued by the California Department of Alcohol and Drug Programs (ADP).
- c. County rules and regulations outlined in correspondence and bulletins published by the County Alcohol and Drug Services Administrator.
- d. Court orders.

**B. DUI Program Service Hours:**

The DUI Program will provide to each program participant service hours of the type and in the amounts required by the Courts, and/or California Department of Motor Vehicles, and/or licensing authority, and the County Alcohol and Drug Services Administrator.

C. DUI Objectives:

The objectives of the program are to comply with court orders, increase safety on the highways, create self-awareness of alcohol and other drug abuse, and prevent future arrests.

D. DUI Program Content:

The program will be educational with peer support counseling that focuses on group discussion and emphasizes personal sharing.

Topics of the educational session will include:

1. significance of DUI laws to the individual;
2. socializing without alcohol or other drugs;
3. sources of help - community resources;
4. mixing alcohol and other drugs;
5. drinking/using and driving practices;
6. historical overview of the uses of alcohol and other drugs;
7. physical effects of alcohol and other drug use;
8. social effects of alcohol and other drug use;
9. psychological effects of alcohol and other drug use;
10. alcoholism and drug addiction;
11. alcoholism and drug addiction as family illnesses;
12. denial;
13. choice and wellness;
14. stress reduction;
15. values clarification and assertiveness;
16. developing a personal plan to avoid driving under the influence;
17. HIV/AIDS education; and
18. alcohol and drug related birth defects.

II. DUI PAYMENT SCHEDULE

In full consideration of the DUI services provided by Contractor and the oversight provided by the County pursuant to this Agreement and subject to all the provisions hereinabove, the parties agree that County will not pay Contractor for services described in this Exhibit E, and that the following provisions shall be met:

A. DUI Client Fees:

1. The maximum DUI client fee for each level of service and related fees for DUI programs shall be fixed by the County Alcohol and Drug Services Administrator, subject to approval by the State Department of Alcohol and Drug Programs.

B. DUI Client Fee Guidelines:

1. Any increase in DUI fees shall be approved by the County Board of Supervisors for service providers in San Mateo County.
2. Each person provided DUI program services by Contractor pursuant to this Agreement shall be assessed a fee by Contractor for such services, in accordance with Title IX, Section 9878, except for those receiving income from General Assistance or those described in Paragraph III.B.3., hereinbelow.
3. No person shall be denied services because of inability to pay as determined by applicable regulations and policies.
4. Contractor shall limit any excess fees or profit from each nonreimbursable program to ten percent (10%) of the total expenses of the program or per applicable California regulation and/or County Alcohol and Drug Services directive.

C. County Administrative Fee:

Contractor will pay County an administrative fee to compensate County for costs incurred in discharging its statutory responsibility to monitor and oversee alcohol and drug programs. Rates for administrative fees assessed by County are approved by the State Department of Alcohol and Drug Programs (ADP). Contractor shall remit monthly to County Alcohol and Drug Services Administrator the following:

1. A ten percent (10%) administrative fee of the gross revenue received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to provider for returned checks, and State administrative fees for the DUI First Offender Program (FOP).
2. Administrative fees described hereinabove may be submitted either monthly or quarterly. In the event that submission is not postmarked by the tenth (10th) day of the following month, a five percent (5%) penalty of the full, monthly administrative fee may be assessed by County. This five percent (5%) penalty may be added for each thirty (30) day period, or portion thereof, that the payments are outstanding. If the tenth (10th) day of the month falls on a

weekend or County holiday, the submission of fees must be postmarked by the next work day. All units of service reports are due monthly. Copies of all quarterly reports to the State, and State audit preparation packages, will be sent to the County at the same time they are sent to the State.

3. Contractor's gross revenue shall include ancillary, make-up, late, reduced, and incomplete fees, duplicative completion certificate fees, and fees for dishonored checks.
4. The administrative fees cover the cost of program oversight including contract maintenance and monitoring and other programmatic benefits provided by County. This fee may be revised during the contract period by the mutual agreement of Contractor and Director of the Human Services Agency or her designee.

### **III. PROGRAM BUDGET**

- A. Contractor will expend funds received for operation of its program and services according to applicable laws and regulations and the budget submitted to, and approved by, the County Alcohol and Drug Services.

Free At Last DUI Exhibit

## ATTACHMENT 2

### FINGERPRINTING COMPLIANCE

Agreement with

Free at Last

Name of Contractor

alcohol + <sup>for</sup> Drug Services  
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

Darice Tillery

Name (Signature)

Interim Co-Executive Director  
Human Resources Director

Title

9/24/02

Date

## 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>DARICE TILLERY</u>	
Name of 504 Person	Type or Print
<u>Free at Last</u>	<u>1796 Bay Road</u>
Name of Contractor(s)	Type or Print
<u>East Palo Alto</u>	<u>California</u>
City	State
	<u>94303</u>
	Zip Code

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

<u>9/24/02</u>	<u>Darice Tillery</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 3**  
**HIV/AIDS 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 Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug 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**

#### **FREE AT LAST**

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

#### **A. Provisions Applicable to Exhibits A and B**

##### **1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in Exhibits A and B to this Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

##### **2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibits A and B to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

##### **3. Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

##### **4. Payments**

- a. County will withhold 10% of the total contract amount, and will divide the balance into twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: Monthly reports of direct



services provided in the previous month and monthly bills in accordance with the County billing format.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. The 10% withhold will be kept by County pending year-end settlement, after which a reconciliation shall take place as set forth in the next section of this Attachment.
- e. Any requests for variation, exemption or waiver of the payment procedures set forth in this section A.4. of Attachment 4 must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final.

5. Year End Settlement

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

**B. Provisions Applicable to Exhibits C and D**

**1. Final Settlement Payment**

Final settlement payment for services provided under Exhibits C and D of 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 for services will be determined by the final/year-end Cost Report.

**C. Provisions Applicable to All Services**

**1. 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 County 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.

**2. 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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADs) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);

- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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.

3. 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.

4. Procedures in the Event of Non-renewal of Contract

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.

5. 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.

11. **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 County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures**  
**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. 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 the California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
  - a. If the mid-year report due January 31, 2003 indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services, County may require Contractor to submit monthly narrative reports describing actual delivery of services provided under the Exhibits for the remainder of the contract term.
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addendums thereto, and as directed by the County Alcohol and Drug Services Administrator or her designee.

**B. Reporting Requirements for Alcohol and Drug Prevention Services**

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  2. Conduct appropriate interviews/discussions with participants served by Contractor.
  3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  4. Meet with appropriate program management and operations staff.
  5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's

program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

attachment 5 monitoringtnp arial



## **ATTACHMENT 6**

### **Program Specific Requirements (Flat Rate 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.
2. Monthly Alcohol and Drug Prevention Provider's meetings.
3. Other meetings as required by the County.

##### **B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)**

##### **C. Subcontracting requirements:**

1. Pursuant to Paragraph 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. redetermination 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 via an ASI within 30 days prior to admission to Contractor's program(s), and as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs 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 County.

### III. **Administrative Requirements for Prevention Programs**

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to the following:

1. Sign-in sheets;
  2. Activity logs;
  3. Documentation of referral criteria, evaluation materials, and reports pertaining to program activities;
  4. All documentation necessary to report on progress toward outcome objectives of services as specified in Attachment 5; and
  5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys as directed by the Alcohol and Drug Services Administrator or her designee.

**IV. Program Certification**

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

**A. Program Requirements:**

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

**B. Underserved Populations Requirements:**

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
  - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs

and/or alcohol and drug related materials in order to meet the needs of the people in the community(ies) served by Contractor.

- b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
- c. Special and/or underserved populations include the following:
  - 1) non-English speaking;
  - 2) hearing impaired;
  - 3) physically impaired;
  - 4) gay/lesbian;
  - 5) elderly (for adult services);
  - 6) pregnant women;
  - 7) HIV-positive;
  - 8) persons with 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, and disorientation.
- c. Program eligibility standards and policies and procedures for admission to and termination from the program.
- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.
4. 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.
5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

**V. Fiscal Certifications**

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

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

**VI. 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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

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

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
2. The death by any cause of a person currently receiving services from Contractor's program(s).
3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

ATTACHMENT 7

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

**I. Vendor Identification**

Name of Contractor: 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 24th day of September, 2002 at East Palo Alto  
(City)

Darice Tillery  
Signature  
Interim Executive  
Human Resources Director  
Title

Darice Tillery  
Name (Please print)

94-3193317  
Contractor Tax Identification Number

ATTACHMENT 8  
ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 08/10/02
<b>PRODUCER</b> Arthur J. Gallagher & Co. Inc. 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.
<b>INSURED</b> Free At Last Community Recovery & Rehab 1796 Bay Road East Palo Alto, CA 94303		
		<b>INSURERS AFFORDING COVERAGE</b>
		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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X860807X711402	09/01/02	08/01/03	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
<b>A AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	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) \$
<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA AGG \$ AGG \$
<b>EXCESS LIABILITY</b> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	ECF108140	07/01/02	07/01/03	<input checked="" type="checkbox"/> WC STAT. <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
<b>OTHER</b>				

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 SEND TO MAIL 030 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. <del>THE INSURER SHALL</del> <del>NOT BE RESPONSIBLE FOR</del> THE INSURER, ITS AGENTS OR <del>ITS REPRESENTATIVES.</del> AUTHORIZED REPRESENTATIVE <i>Jim Davis</i>

09/18/2002 18:27 FAX 415 538 8513

GALLAGHER HEFFEMAN

0004

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 INSUREDS 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**

This 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.



AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***MILLBRAE ELEMENTARY SCHOOL DISTRICT***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***

**FLAT RATE AGREEMENT WITH  
MILLBRAE ELEMENTARY SCHOOL DISTRICT  
FOR ALCOHOL AND DRUG SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and MILLBRAE ELEMENTARY SCHOOL DISTRICT, hereinafter called "Contractor";

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug prevention 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:	State Net Negotiated Amount (NNA) Funded Prevention Services and Rates of Payment for those Services.
Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	Payment Procedures
Attachment 4:	Monitoring Procedures
Attachment 5:	Program Specific Requirements
Attachment 6:	Equal Benefits Compliance
Attachment 7:	Additional (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug prevention services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed FIFTY THREE THOUSAND SEVEN HUNDRED TWO DOLLARS (\$53,702) 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 3 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, 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 3 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 (15<sup>th</sup>) day of each month.

D. **Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.
- b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

F. Contract Renegotiation

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 to finalize the agreement by July 1, 2003 subject to receipt of necessary information from the state budget.

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 by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. Hold Harmless

A. It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.



B. It is agreed that County shall defend, save harmless, and indemnify Contractor, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.

C. In the event of concurrent negligence of County, its officers and/or employees, and Contractor, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

B. **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.*

C. **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..... | \$ <u>1,000,000</u> |
| (b) | Automobile Liability.....            | \$ <u>1,000,000</u> |
| (c) | Professional Liability.....          | \$ <u>-0-</u>       |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. **Non-Discrimination**

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

A. **Section 504 of the Rehabilitation Act of 1973**

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

C. Non-Discrimination - Employment

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

D. Equal Benefits Compliance

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and

timeliness of services performed.

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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

(1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400

(2) In the case of Contractor, to:  
Millbrae Elementary School District  
555 Richmond Drive  
Millbrae, CA 94030

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

Human Services Agency's (HSA) Responsibilities

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



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

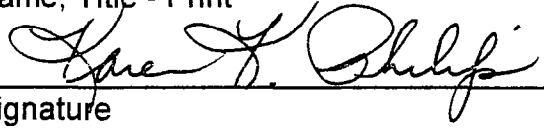
Date: \_\_\_\_\_

ATTEST:

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

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

MILLBRAE ELEMENTARY SCHOOL DISTRICT

Karen K. Philip, Superintendent  
\_\_\_\_\_  
Name, Title - Print  
  
\_\_\_\_\_  
Signature

Date: 8/27/02 \_\_\_\_\_

Contractor's Tax I.D. # 94-3088282 \_\_\_\_\_

**EXHIBIT A**  
**PROGRAM DESCRIPTION**  
**MILLBRAE ELEMENTARY SCHOOL DISTRICT**

State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention Services  
July 1, 2002 through June 30, 2003

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County.

Contractor will serve as the lead/fiscal agency for the Children's Network Project which is a collaborative effort with Family Service Agency of San Mateo County, and Millbrae Parks and Recreation to provide youth alcohol and drug prevention services.

**I. Prevention Services**

**A. Children's Network Project**

1. Provide After-School Homework Center Programs (ASCP) at Spring Valley and Lomita Park Elementary Schools.
  - a. Identify thirty five (35) at-risk students in grades Kindergarten (K) through three (3) at each school to participate in the ASCP.
  - b. Provide ASCP for thirty (30) weeks at each school site: provide the program for one and one-half (1 ½) hours per day, five (5) days per week at Lomita Park and four (4) days per week at Spring Valley.
    - 1) The program will include tutoring and homework assistance, social development activities, and life skills activities.
2. Recruit, retain, and/or train a minimum of six (6) adult or teen tutors for the ASCP. Provide new tutors with four (4) hours of appropriate tutor training.
  - a. The school outreach specialists will provide in service training for tutors in techniques for working with at-risk students.
3. Parent Education and Involvement

- a. Provide four (4) sessions of parent education in English and Spanish totaling six (6) hours at each school. Recruit twenty-five (25) parents of at-risk students at each school to participate in parent education. Parent education will include parenting skills to support childrens' learning at home and environmental prevention strategies. On-site childcare will be provided for these sessions.
  - b. Develop materials appropriate for parents of ASCP students to use at home with one-on-one training provided.
  - c. Publish and distribute a quarterly bilingual parent newsletter to assist parents in parenting skills.
4. Provide a total of twenty-two (22) scholarships (eleven (11) at each ASCP site) for at-risk student ASCP participants to the Millbrae Parks and Recreation Department summer recreation program. Transport students to and from the summer recreation program.
5. A Family Service Agency counselor will be available for three and one-half (3 1/2) hours per week at each school site to provide consultation to school staff, small group education to children participating in the after school services, and meet with children, parents, and/or families to provide assistance with problem identification and referral to community resources.
6. Establish the Children's Network Advisory Group, including representatives from each of the collaborating agencies. Convene and document quarterly meetings of the Children's Network Advisory group. Responsibilities of this group include:
  - a. Attend related meetings including Alcohol and Drug Services' Prevention Providers meetings, appropriate workshops/trainings, and other required meetings.
  - b. Conduct ongoing monitoring of the project, including evaluation and recommendations for improvement.
7. Provide one thousand seven hundred eighty-seven (1,787) hours of staff availability dedicated to alcohol and drug prevention services including direct program services, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

II. Collaboration and Linkages

Contractor will work collaboratively with Family Service Agency and Millbrae Parks and Recreation Department to provide services to children and their families. Contractor will include progress with collaborative efforts in the quarterly narrative reports.

III. Environmental Prevention

Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental Prevention Efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other drugs by the general population. Include progress on these efforts in quarterly narrative reports.

IV. Rates of Payment

In full consideration of the alcohol and drug prevention services provided by Contractor, the total amount for NNA prevention services contained in this Exhibit is FIFTY THREE THOUSAND SEVEN HUNDRED TWO DOLLARS (\$53,702). Consistent with the payment methodology set forth in Attachment 3, the monthly rate of payment is FOUR THOUSAND TWENTY SEVEN DOLLARS AND SIXTY-SEVEN CENTS (\$4,027.67).

- A. The monthly rate of payment is determined by withholding 10% of the total contract amount and dividing the balance of FORTY EIGHT THOUSAND THREE HUNDRED THIRTY-TWO DOLLARS (\$48,332) into twelve equal payments.
- B. All payments under this Agreement must directly support services specified in this Agreement.

## 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.

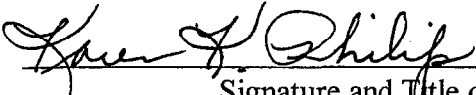
The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. 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>Tracey Walsh</u>	
Name of 504 Person	Type or Print
<hr/>	
<u>Millbrae School District</u>	<u>555 Richmond Drive</u>
Name of Contractor(s)	Street Address or P.O. Box
<hr/>	
<u>Millbrae</u>	<u>CA</u> <u>94030</u>
City	State                      Zip Code

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

<u>8/27/02</u>		<u>Superintendent</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

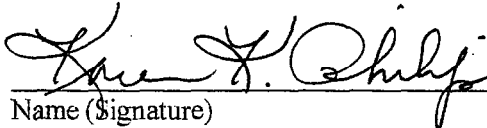
Millbrae School District

Name of Contractor

for  
Alcohol & Drug Prevention

Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
Name (Signature)

Superintendent  
Title

August 27, 2002  
Date

## **ATTACHMENT 3**

### **Payment Procedures (Flat Rate Contracts) MILLBRAE ELEMENTARY SCHOOL DISTRICT July 1, 2002 through June 30, 2003**

#### **1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibits to the Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

#### **2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

#### **3. Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

#### **4. Payments**

- a. County will withhold 10% of the total contract amount, and will divide the balance into twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: Monthly reports of direct services provided in the previous month and monthly bills in accordance with the County billing format.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. The 10% withhold will be kept by County pending year-end settlement, after which a reconciliation shall take place as set forth in the next section of this Attachment.
- e. Any requests for variation, exemption or waiver of the payment procedures set forth in this section 4 of Attachment 3 must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final.

5. **Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.



6. **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 County 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.

7. **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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADS) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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.

8. **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.

9. **Procedures in the Event of Non-renewal of Contract**

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.

10. **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.

11. **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 County and reflected in a duly executed Amendment to this Agreement.

**ATTACHMENT 4**  
**Monitoring Procedures**  
**MILLBRAE ELEMENTARY SCHOOL DISTRICT**  
**July 1, 2002 through June 30, 2003**

**I. Contractor's Responsibilities**

**A. Reporting Requirements for Alcohol and Drug Prevention Services**

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  2. Conduct appropriate interviews/discussions with participants served by Contractor.
  3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  4. Meet with appropriate program management and operations staff.
  5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's

program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the or PADS forms to the State of California.

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## **ATTACHMENT 5**

### **Program Specific Requirements (Flat Rate Agreements) MILLBRAE ELEMENTARY SCHOOL DISTRICT**

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

#### **I. General Administrative Requirements**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of 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 Prevention Programs**

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to the following:
  - 1. Sign-in sheets;
  - 2. Activity logs;
  - 3. Documentation of referral criteria, evaluation materials, and reports pertaining to program activities;
  - 4. All documentation necessary to report on progress toward outcome objectives of services as specified in Attachment 4; and

5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys as directed by the Alcohol and Drug Services Administrator or her designee.

III. **Program Certification**

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

A. Program Requirements:

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

B. Underserved Populations Requirements:

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

- 1) Non-English speaking;
  - 2) hearing impaired;
  - 3) physically impaired;
  - 4) gay/lesbian;
  - 5) elderly (for adult services);
  - 6) pregnant women;
  - 7) HIV-positive;
  - 8) persons with a co-occurring disorder; 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. 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.

**D. 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.



E. Governance and Operational Requirements:

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

- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.

**F. Conflict of Interest Requirements:**

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

Contractor's governing board has a substantial personal financial interest.

- b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.
- 4. If the Alcohol and Drug Services 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.
- 5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### IV. **Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  - 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  - 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as

the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.

- C. If it is deemed necessary by the Alcohol and Drug Services 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 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 the Human Services Agency 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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

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

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
2. The death by any cause of a person currently receiving services from Contractor's program(s).

3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

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**ATTACHMENT 6**

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

**I. Vendor Identification**

Name of Contractor: Millbrae School District  
Contact Person: Karen K. Philip, Superintendent  
Address: 555 Richmond Drive  
Millbrae, CA 94030  
Phone Number: (650) 697-5896 Fax Number: (650) 697-6865

**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.\*

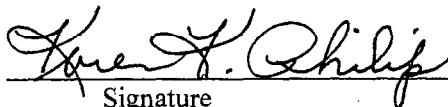
**III. Equal Benefits Compliance (Check one)**

- ☐ 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   1999   (date) and expires on   2002\*   (date). \*negotiations for new contract are in process

**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   27th   day of   August  , 20   02   at   Millbrae, CA    
(City)

  
Signature

Karen K. Philip  
Name (Please print)

Superintendent  
Title

94-3088282  
Contractor Tax Identification Number



**ATTACHMENT 7**  
**ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS**

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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)



AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***THE LATINO COMMISSION***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***

**FLAT RATE AGREEMENT WITH  
THE LATINO COMMISSION  
FOR ALCOHOL AND DRUG 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";

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug 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:	Bay Area Services Network (BASN) Funded Services and Rates of Payment for those Services
Exhibit B:	County Funded Alcohol and Drug Treatment Continuation Services and Rates of Payment for those Services
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 (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed SIXTY NINE THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS (\$69,676) 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

#### B. 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 (15<sup>th</sup>) day of each month.

#### C. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.
- b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

**F. Contract Renegotiation**

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 to 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**

To the extent that this Agreement provides for a combination of treatment services and prevention services, 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 services. In addition to the payments specified in the Agreement, the total cost of Contractor's 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 by both County and

Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) 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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

B. **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.*

C. Liability Insurance

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

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Non-Discrimination

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

A. Section 504 of the Rehabilitation Act of 1973

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be

subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

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

D. Equal Benefits Compliance  
With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions  
1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

- (1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400

- (2) In the case of Contractor, to:  
The Latino Commission  
301 Grand Avenue  
South San Francisco, CA 94080

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

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

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

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

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

ATTEST:

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

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

THE LATINO COMMISSION

DEBRA CAMARILLO- EXECUTIVE ADM.

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

\_\_\_\_\_  
Signature

Date: 9-26-02

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



**EXHIBIT A**  
**Bay Area Services Network (BASN) Funded**  
**Alcohol and Drug Treatment Services and Payments**  
**THE LATINO COMMISSION**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Bay Area Services Network (BASN) funded alcohol and drug treatment services to parolees at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will comply with the current San Mateo County BASN Work Plan; the most current State Parolee Services Network Specifications for Treatment Recovery Services, as applicable; the most current version of the California Department of Corrections BASN Guidelines; and the requirements outlined in the 2002-03 San Mateo County Request for Proposals by Alcohol and Drug Services for Bay Area Services Network Parolees.

**I. BAY AREA SERVICES NETWORK (BASN) FUNDED RESIDENTIAL**  
**ALCOHOL AND DRUG TREATMENT SERVICES**

- A. BASN Residential Alcohol and Drug Treatment Units of Service:  
Contractor will provide a maximum of one hundred eighty (180) days of BASN residential treatment per program participant, for individuals referred to the BASN residential program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.
1. Admit a minimum of two (2) BASN women residential alcohol and drug treatment program participants. Provide a total of two hundred fourteen (214) days of BASN women's residential alcohol and drug services to be allocated by Contractor.
  2. Admit a minimum of two (2) BASN men residential alcohol and drug treatment program participants. Provide a total of two hundred fourteen (214) days of BASN men's residential alcohol and drug services to be allocated by Contractor.
  3. Admit BASN program participants to Contractor's BASN residential alcohol and drug treatment program as Contractor deems appropriate for individual program participants up to a maximum of one hundred eighty (180) days of BASN residential services.

- B. BASN Residential Alcohol and Drug Treatment Services:  
Services will include, but not be limited to, alcohol and drug treatment, aftercare, and relapse prevention. The following services are part of Contractor's basic BASN women's and men's residential alcohol and drug treatment program:
1. Orientation/Assessment:  
Including an understanding of the program rules and the process each participant will be part of while in the program. A treatment plan will be developed that includes both short- and long-term behaviorally measurable goals that the program participant will work on while in the program.
  2. Stabilization:  
Program participants will be directed towards stabilization through education, experiential activities, recreation, and counseling. The goal of stabilization will be to provide program participants with insight into the criminal thinking process, the addictive disease process, and relapse prevention.
  3. Exit Planning and Transition to Outpatient Services:  
At least two weeks prior to the anticipated date of BASN residential treatment program completion, or transition, the program will assist each program participant in developing an exit/transition plan which will include:
    - a) Notification of the BASN case management contractor, and Parole.
    - b) BASN transition plan and treatment summary including rehabilitation and relapse issues that need to be addressed by the program participant to assure long term recovery.
    - c) Coordination and scheduled appointment with a BASN outpatient program for ongoing rehabilitation services if one hundred eighty (180) days have not been provided; if no opening is available, Contractor may schedule an appointment with a State Alcohol and Drug Programs (ADP) certified, non-BASN, outpatient program..
  4. Provide attendance reports to the County BASN Coordinator, on at least a monthly basis. Coordinate with Parole Officers, monthly, regarding progress of BASN program participant. Notify Parole

Agent immediately if program participant misses a session or is discharged from the program.

5. Coordinate cases and referrals, as necessary, with other San Mateo County BASN service providers and Walden House Case Manager. Notify Parole Agent and Walden House Case Management immediately if BASN program participant is admitted or discharged from program.

C. BASN Residential Payment Rates:

In full consideration of the BASN services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below:

1. County shall pay Contractor a maximum of THIRTEEN THOUSAND FOUR HUNDRED THIRTY-THREE DOLLARS (\$13,433.00) for the term of the Agreement. County shall pay Contractor for BASN women's residential alcohol and drug treatment services at the rate of SIXTY TWO DOLLARS AND SEVENTY-TWO CENTS (\$62.72) per bed day for residential services actually provided.
2. County shall pay Contractor a maximum of THIRTEEN THOUSAND FOUR HUNDRED THIRTY-THREE DOLLARS (\$13,433.00) for the term of the Agreement. County shall pay Contractor for BASN women's residential alcohol and drug treatment services at the rate of SIXTY TWO DOLLARS AND SEVENTY-TWO CENTS (\$62.72) per bed day for residential services actually provided.
3. Contractor will ensure that the full range of BASN alcohol and drug treatment services are available for the entire term of this Agreement.
4. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these BASN residential alcohol and drug treatment services.
5. Contractor's monthly itemized bill will include the following:
  - a. Names of program participants receiving services during the month.
  - b. Dates services were provided.
  - c. Number of bed days provided for each program participant.

6. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

## **II. BAY AREA SERVICES NETWORK (BASN) FUNDED NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES**

### **A. BASN Nonresidential Alcohol and Drug Treatment Units of Service:**

Contractor will provide a maximum of one hundred eighty (180) days of the following BASN nonresidential alcohol and drug treatment services, per program participant, for individuals referred to the BASN nonresidential program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.

1. Admit to Contractor's BASN nonresidential alcohol and drug treatment program a minimum of two (2) program participants.
2. Provide two hundred eighty-six (286) hours of staff availability dedicated to BASN nonresidential services to the participants described in the preceding paragraph, including face-to-face contacts, preparation time, and record keeping. Staff available hours will include a minimum of five (5) contact hours, per BASN program participant, per week, and at least one (1) individual session, per BASN program participant, per week. These five (5) contact hours, above, are to be conducted over at least three (3) calendar days, per week. In addition, a weekly allowance of four (4) hours per week is allotted for administrative work.
3. Provide a minimum of three (3) group counseling sessions per week to the program participants described in Paragraph II.A.1 above. Each BASN nonresidential program participant will receive a total of two (2) group counseling sessions per week. Group sessions may consist of no less than one (1) BASN nonresidential program participant and no more than a total of ten (10) individuals.

### **B. BASN Nonresidential Alcohol and Drug Treatment Services:**

All of the following services are part of Contractor's basic BASN nonresidential alcohol and drug treatment program. Contractor will provide services including, but not limited to, the following:

1. Intake, assessment, recovery planning, case management,

aftercare and relapse prevention for each program participant.

2. Provide, or make available, job skills assessment and training for program participants.
3. Provide, or make available, ancillary support services including access to HIV/AIDS testing and education, literacy assessment and training, job skills assessment and training, employment information and other suitable educational training.
4. Develop an aftercare plan with each BASN nonresidential program participant prior to the participant's completion of the final phase of the BASN nonresidential recovery program. Plan will include group and individual support for continued recovery, relapse prevention, education, and continuing linkages with community services.
5. Provide attendance reports to the County BASN Coordinator, on at least a monthly basis. Coordinate with Parole Officers, monthly, regarding progress of BASN program participants. Notify Parole Agent immediately if program participant misses a session or is discharged from the program.
6. Coordinate cases and referrals, as necessary, with other San Mateo County BASN service providers and Walden House Case Manager. Notify Parole Agent and Walden House Case Management immediately if BASN program participant is admitted or discharged from program.

C. BASN Nonresidential Alcohol and Drug Treatment Payment Rates:

In full consideration of the BASN nonresidential alcohol and drug treatment services provided by Contractor pursuant to this Agreement and subject to Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below:

1. County shall pay Contractor a maximum of SEVEN THOUSAND EIGHT HUNDRED TEN DOLLARS (\$7,810.00) for the term of the Agreement. County shall pay Contractor for BASN nonresidential alcohol and drug treatment services at the rate of TWENTY SEVEN DOLLARS AND THIRTY-ONE CENTS (\$27.31) per available staff hour.
2. Contractor will ensure that the full range of BASN alcohol and drug treatment services are available for the entire term of this

### Agreement.

3. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these BASN nonresidential alcohol and drug treatment services.
4. Contractor's monthly itemized bill will include the following:
  - a. Names of program participants receiving services during the month.
  - b. Dates services were provided.
  - c. Number of individual and group counseling hours provided for each program participant.
  - d. Number of staff hours provided, by modality.
  - e. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

Latino Commission BASN Exhibit.doc

**EXHIBIT B**  
**County Funded**  
**Alcohol and Drug Treatment Services and Payments**  
**Treatment Continuation Services**  
**THE LATINO COMMISSION**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following alcohol and drug treatment continuation services at a mutually agreed upon location in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. All payments under this Agreement must directly support services specified in this Agreement.

**I. ALCOHOL AND DRUG TREATMENT SERVICES**

Contractor will provide residential alcohol and drug treatment continuation services to a maximum of eight (8) women and men, known as "program participants" currently enrolled in Contractor's residential treatment services that were originally paid for by Center for Substance Abuse Treatment grant No. 1 H79 T111599-01, which has expired. However, County Alcohol and Drug Services has committed THIRTY FIVE THOUSAND DOLLARS (\$35,000) of funding to permit these eight (8) women and men to continue in their ongoing treatment programs until that funding has been depleted.

**A. Alcohol and Drug Treatment Units of Service**

Provide women's and men's residential alcohol and drug treatment continuation services to a maximum of eight (8) chemically dependent program participants. Provide a maximum of four hundred thirty-seven (437) days of residential alcohol and drug treatment services to be allocated by Contractor among the program participants.

**B. Alcohol And Drug Treatment Services**

1. Recovery planning, aftercare, relapse prevention, and case management services for each program participant.
2. One alcohol- and drug-free socialization activity for residents per quarter.
3. Classes focusing on family values, and parenting skills.
4. Sexuality workshops regarding sexuality and relationships.
5. Nutrition classes focusing on proper nutritional needs.

6. Meditation practices.
  7. Art therapy.
  8. "Twelve step" presentations covering such topics as sponsorship, co-dependency, and relapse.
  9. Arrange for the following:
    - a. Project Read staff teaching on a semi-weekly basis basic reading skills, G.E.D. preparation, and civil service requirements.
    - b. Provide bank account training on how to utilize a bank account, balance a check book, and read bank statements.
    - c. Planned Parenthood will provide education on sexually transmitted diseases and family planning.
      - 1) Planned Parenthood will also provide education on feminine hygiene and breast cancer to the women program participants.
    - d. Vocational Rehabilitation staff will assist program participants in the transition of post-recovery home life.
    - e. Assist with housing resources for program participants who are in the process of transition.
    - f. Provide resource services around the issues of immigration.
  5. Develop an aftercare/transitional recovery plan with each program participant which includes, but is not limited to, referral to additional treatment services as appropriate, parenting groups, early recovery groups, individual and family counseling, participation in special interest groups, and weekly attendance at "twelve step" meetings.
- C. Residential Alcohol and Drug Treatment Continuation Payment Rates  
 In full consideration of the residential alcohol and drug treatment continuation services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below:
1. County shall Contractor a maximum of THIRTY FIVE THOUSAND



DOLLARS (\$35,000) for the term of the Agreement. This is the portion of the contract obligation designated for County funded women's and men's residential alcohol and drug treatment continuation services described in this Exhibit. County shall pay Contractor at the rate of EIGHTY DOLLARS (\$80.00) per bed day for women's and men's residential alcohol and drug treatment continuation services actually provided.

2. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these residential alcohol and drug treatment continuation services.
3. Contractor's monthly itemized bill will include the following:
  - a. Names of program participants receiving services during the month.
  - b. Dates services were provided, and the number of bed days provided for each program participant.
  - c. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

## 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).

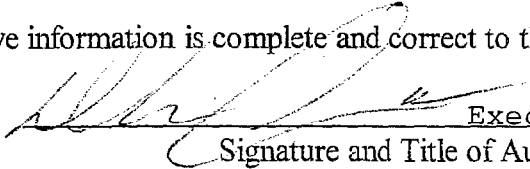
The Contractor(s): (Check a or b)

- a.     (    )   employs fewer than 15 persons.
  
- b.     ( xx )   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.

DEBRA CAMARILLO

Name of 504 Person     -     Type or Print	
LATINO COMMISSION	301 GRAND AVE. SUITE 301
Name of Contractor(s)     -     Type or Print	
SO. SAN FRANCISCO, CA.	
94080	
City	State                      Zip Code

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

<u>9-26-02</u>	 Executive Administrator
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**

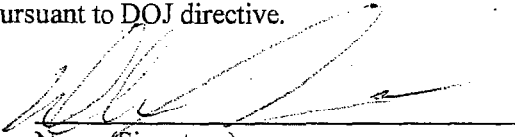
Agreement with  
LATINO COMMISSION

\_\_\_\_\_  
Name of Contractor

for  
ALCOHOL AND DRUGS TREATMENT SERVICES  
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

Debra Camarillo

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

Executive Administrator  
Title

9-26-02  
Date

**ATTACHMENT 3**  
**HIV/AIDS 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 Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug 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 THE LATINO COMMISSION July 1, 2002 through June 30, 2003**

#### **1. 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 County 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.

#### **2. Final Settlement Payment**

Final settlement payment for services provided under 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 for services will be determined by 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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADS) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;

- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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 Contract**

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 County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures**  
**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. 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 the California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
  - a. If the mid-year report due January 31, 2003 indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services, County may require Contractor to submit monthly narrative reports describing actual delivery of services provided under the Exhibits for the remainder of the contract term.
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addendums thereto, and as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  2. Conduct appropriate interviews/discussions with participants served by Contractor.
  3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  4. Meet with appropriate program management and operations staff.
  5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's

program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

attachment 5 monitoring tx arial

## **ATTACHMENT 6**

### **Program Specific Requirements (Flat Rate 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.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of 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. redetermination 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 via an ASI within 30 days prior to admission to Contractor's program(s), and as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs 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 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.
4. Perform outreach activities to encourage individuals in need of alcohol and/or other drug services to reach these services.

B. Underserved Populations Requirements:

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
  - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs and/or alcohol and drug related materials in order to meet the needs of the people in the community(ies) served by Contractor.
  - b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
  - c. Special and/or underserved populations include the following:
    - 1) non-English speaking;
    - 2) hearing impaired;
    - 3) physically impaired;
    - 4) gay/lesbian;
    - 5) elderly (for adult services);
    - 6) pregnant women;
    - 7) HIV-positive;
    - 8) persons with a co-occurring disorder; 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, and disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.



- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.
4. If the County 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.
  5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

V. **Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph V.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided

pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.

- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the County 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 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 the Human Services Agency 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.

VI. **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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

- A. Unusual incidents include, but are not limited to the following:
1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.

2. The death by any cause of a person currently receiving services from Contractor's program(s).
3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

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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: DEBRA CAMARILLO  
Address: 301 GRAND AVE., SUITE 301  
SOUTH SAN FRANCISCO, CA. 94080  
Phone Number: (650) 244-1444 Fax Number: (650) 244-144

**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.\*

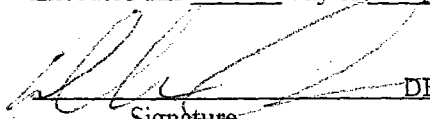
**III. Equal Benefits Compliance (Check one)**

- ☒ 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 26 day of Sept., 2002 at So. San Francisco  
(City)

  
Signature DEBRA CAMARILLO - EXEC. ADMINISTRATOR  
Name (Please print)

EXECUTIVE ADMINISTRATOR  
Title

94-3149136  
Contractor Tax Identification Number

ATTACHMENT 8  
ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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	<u>\$1M</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"/>
Professional Liability	<u>\$1M</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:

*Priscilla Morse*

Risk Management

Inform.wp

09/27/2

<b>PRODUCER</b> All-Cal Insurance Agency 420 Folsom Road, Suite #C Roseville CA 95678-	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>INSURED</b> Latino Commission on Alcohol & Drug 301 Grand Avenue, #301 South San Francisco CA 94080-	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Nonprofits Ins Alliance Of CA INSURER B: STATE FUND WORKERS COMPENSATION INSURER C: FIDELITY & DEPOSIT COMPANY INSURER D: INSURER E:

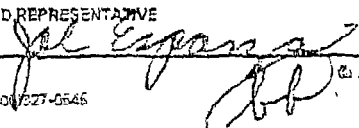
## COVERAGES

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 - COMP/OP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		/ /	/ /	IMPROPER SEXUAL CON. 250,000
A	AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Per 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		/ /	/ /	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS		/ /	/ /	
	GARAGE LIABILITY		/ /	/ /	AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO		/ /	/ /	OTHER THAN EA ACC \$
	EXCESS LIABILITY		/ /	/ /	AUTO ONLY: AGG \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE		/ /	/ /	EACH OCCURRENCE \$
	<input type="checkbox"/> DEDUCTIBLE		/ /	/ /	AGGREGATE \$
	RETENTION \$		/ /	/ /	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	POLICY # T B D	09/24/2001	09/24/2002	<input checked="" type="checkbox"/> WC STATUTORY 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 CRIME/EMPLOYER DIS. FORGERY/ALTERATION	CCP0053050	07/19/2001	07/19/2002	LIMITS 150,000 DEDUCTIBLE 750

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

<b>CERTIFICATE HOLDER</b> THE COUNTY OF SAN MATEO/CONTRACTS & INSURANCE ATTN: JANE MARKS 262 HARBOR BLVD. BELMONT CA 94002-	<b>X</b> ADDITIONAL INSURED; INSURER LETTER: <u>A</u>	<b>CANCELLATION</b> 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 
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ACORD 25-S (7/97)

ELECTRONIC LASER FORMS, INC. - 1800/227-0545

ELECTRONIC LASER FORMS, INC. - 1800/227-0545

ACORD CORPORATION 19

Page 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



AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***PROJECT NINETY, INC.***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***

**FLAT RATE AGREEMENT WITH  
PROJECT NINETY, INC.  
FOR ALCOHOL AND DRUG 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";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug 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:	Bay Area Services Network (BASN) Funded Services and Rates of Payment for those Services
Exhibit B:	Center for Substance Abuse Treatment (CSAT) Funded Alcohol and Drug Treatment Services and Rates of Payment for those Services
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 (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed TWO HUNDRED FORTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$248,880) 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

#### B. 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 (15<sup>th</sup>) day of each month.

#### C. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.
- b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

**F. Contract Renegotiation**

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 to 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**

To the extent that this Agreement provides for a combination of treatment services and prevention services, 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 services. In addition to the payments specified in the Agreement, the total cost of Contractor's 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 by both County and

Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) 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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

B. **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.*

**C. Liability Insurance**

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

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**7. Non-Discrimination**

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

**A. Section 504 of the Rehabilitation Act of 1973**

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be

subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

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

D. Equal Benefits Compliance  
With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions  
1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

- (1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400



- (2) In the case of Contractor, to:  
Project Ninety, Inc.  
720 South "B" Street, Suite 3  
San Mateo, CA 94401

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

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

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

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

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

ATTEST:

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

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

PROJECT NINETY, INC.

JAMES H. STANISBERAY, Executive Director  
Name, Title - Print

James H. Stanisberay  
Signature

Date: 9-30-02

Contractor's Tax I.D. # 23-7398688

**EXHIBIT A**  
**Bay Area Services Network (BASN) Funded**  
**Alcohol and Drug Treatment Services and Payments**  
**PROJECT NINETY, INC.**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Bay Area Services Network (BASN) funded alcohol and drug treatment services to parolees at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will comply with the current San Mateo County BASN Work Plan; the most current State Parolee Services Network Specifications for Treatment Recovery Services, as applicable; the most current version of the California Department of Corrections BASN Guidelines; and the requirements outlined in the 2002-03 San Mateo County Request for Proposals by Alcohol and Drug Services for Bay Area Services Network Parolees. Contractor will provide the following services to individuals who meet Alcohol and Drug Services treatment criteria for BASN services, hereinafter referred to as "program participants".

**I. BAY AREA SERVICES NETWORK (BASN) FUNDED MEN'S RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES**

Contractor will provide a maximum of one hundred eighty (180) days of the following residential alcohol and drug treatment services, for individuals referred to the men's residential program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.

**A. BASN Men's Residential Alcohol and Drug Treatment Units of Service:**

1. Admit a minimum of thirty-four (34) men residential alcohol and drug treatment program participants. Provide a total of three thousand one hundred fifty-seven (3,157) days of men's residential alcohol and drug treatment services to be allocated by Contractor.
2. Admit BASN program participants to Contractor's ninety (90) day BASN men's residential alcohol and drug treatment program as Contractor deems appropriate for individual program participants, up to a maximum on one hundred eighty (180) days of residential services.
3. Contractor will provide each program participant with a minimum of four (4) hours, daily, of continuous face-to-face individual and group activity.

- B. BASN Men's Residential Alcohol and Drug Treatment Services:  
Residential alcohol and drug treatment services will include, but not be limited to, alcohol and drug treatment, aftercare, and relapse prevention and/or subsidized transitional sober living environment (SLE) housing. The following services are part of Contractor's basic men's residential alcohol and drug treatment program:

1. Orientation/Assessment:  
Provide orientation to the program rules and the process each participant will be part of while in the program. A treatment plan will be developed that includes both short- and long-term behaviorally measurable goals that the program participant will work on while in the program.
2. Stabilization:  
Program participants will be directed towards stabilization through education, experiential activities, recreation, and counseling. The goal of stabilization will be to provide program participants with insight into the criminal thinking process, the addictive disease process, and relapse prevention.
3. Exit Planning and Transition to Outpatient Services:  
At least two weeks prior to the anticipated date of BASN residential treatment program completion, or transition, the Contractor will assist each program participant in developing an exit/transition plan that will include the following:
  - a) Notification of the BASN case management contractor and Parole Agent within twenty-four (24) hours.
  - b) BASN transition plan and treatment summary including rehabilitation and relapse issues that need to be addressed by the program participant to assure long term recovery.
  - c) Coordination and schedule appointment with a BASN outpatient program for ongoing rehabilitation services if one hundred eighty (180) days have not been provided; if no opening is available, Contractor may schedule an appointment with a State Alcohol and Drug Programs (ADP) certified, non-BASN, outpatient program.
  - d) County will pay Contractor only for actual services provided. A separate billing and record keeping system will be kept by Contractor for those individuals referred by BASN.

4. Contractor will ensure that the full range of BASN alcohol and drug treatment services is available for the entire term of this Agreement.
5. Provide attendance reports to the County BASN Coordinator, on at least a monthly basis. Coordinate with Parole Officers, monthly, regarding progress of BASN program participants. Notify Parole Agent immediately if program participant misses a session or is discharged from the program.
6. Coordinate cases and referrals, as necessary, with other San Mateo County BASN service providers and Walden House Case Manager. Notify Parole Agent and Walden House Case Management immediately if BASN program participant is admitted or discharged from program.

C. **BASN Men's Residential Alcohol and Drug Treatment Payment Rates:**  
In full consideration of the BASN men's residential alcohol and drug treatment services provided by Contractor, County shall pay Contractor in the manner described below:

1. County shall pay Contractor a maximum of ONE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED TWENTY-EIGHT DOLLARS (\$151,628.00) for the term of the Agreement. County shall pay Contractor for BASN men's residential alcohol and drug treatment services at the rate of FORTY-EIGHT DOLLARS AND TWO CENTS (\$48.02) per bed day for services actually provided.
2. Contractor will ensure that the full range of BASN alcohol and drug treatment services is available for the entire term of this Agreement.
3. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these BASN residential alcohol and drug treatment services.
4. Contractor's monthly itemized bill will include the following:
  - a. Names of program participants receiving services during the month.
  - b. Dates services were provided.
  - c. Number of bed days provided for each program participant.
5. Contractor will submit an itemized bill and invoice by the tenth

(10<sup>th</sup>) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**II. BASN SOBER LIVING ENVIRONMENT (SLE) TRANSITIONAL HOUSING**

Program participants residing in the SLE transitional housing must participate in Contractor's aftercare services or other outpatient alcohol and drug recovery services. Cost may be subsidized for up to one hundred eighty (180) days for individuals referred directly by BASN.

**A. BASN SLE Units of Service:**

Contractor will provide a total of seven hundred nineteen (719) days of SLE transitional housing to a minimum of eight (8) BASN program participants.

**B. BASN SLE Services:**

Admission criteria and program standards for BASN SLEs will include, but not be limited to:

1. Per agreement with the California Department of Corrections (CDC) and the State Alcohol and Drug Programs (ADP), Contractor will require a minimum of four (4) hours per week, and report monthly, the following activities from it's aftercare program as fulfilling the outpatient requirement for Contractor's BASN SLE participants:
  - a. family counseling groups; and
  - b. outside twelve step meetings.
2. Contractor may not claim attendance at family night dinner and related activities, or house meetings as part of the four (4) hour weekly minimum of outpatient services.
3. Meet bi-weekly with a representative from BASN SLE transitional housing facility.
4. Assist in maintaining all buildings and grounds of each BASN SLE.
5. There must be a rental agreement for each program participant, signed by the landlord, owner, or representative and the program participant, that clearly shows the deposit, refund policy, rent payment schedule and policy on return of rent if the program participant leaves.

6. Have posted clear conditions of residency including house rules, housekeeping duties, curfews, etc.
7. Program participants must be admitted to, and participating in, BASN outpatient recovery services at least three (3) times a week while receiving SLE services.
8. Assist in maintaining a supportive alcohol- and drug-free environment for residents of BASN SLE transitional housing. Assist residents in participating in BASN off-site outpatient/recovery services, and community support groups, including those provided by Contractor.
9. Ensure the BASN SLE(s) will meet the needs of an ethnically and culturally diverse population as well as the physically challenged. Provide staff support to assist with multicultural special populations and to assist with housing and living issues.
10. Develop a plan for each SLE resident to obtain financial self-sufficiency. Assist SLE residents to function as independent and financially self-supporting individuals.
11. Assess the employment and training needs of the SLE residents and, in collaboration with the participants, refer residents to the Department of Vocational Rehabilitation for evaluation.
12. Assist SLE residents to obtain employment or to enter training.
13. Contractor will ensure that the full range of BASN alcohol and drug treatment services is available for the entire term of this Agreement.

**B. BASN Sober Living Environment (SLE) Payment Rates:**

1. County shall pay Contractor a maximum of TEN THOUSAND SEVEN HUNDRED EIGHTY-FOUR DOLLARS (\$10,784.00) for the term of the Agreement. County shall pay Contractor for BASN SLE services at the rate of FIFTEEN DOLLARS (\$15.00) per bed day for SLE services actually provided.
2. Contractor will ensure that the full range of BASN alcohol and drug treatment services is available for the entire term of this Agreement.

3. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these BASN SLE services.
4. Contractor's monthly itemized bill will include the following:
  - a. Names of program participants receiving services during the month.
  - b. Dates services were provided.
  - c. Number of bed days provided for each program participant.
  - d. Hours of aftercare participation for each program participant.
5. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.



**EXHIBIT B**  
**Center for Substance Abuse Treatment (CSAT) Funded**  
**Alcohol and Drug Treatment Services and Payments**  
**PROJECT NINETY, INC.**  
**July 1, 2002 through September 30, 2002**

Contractor will provide the following services in accordance with the guidelines and requirements of the Catalog of Federal Domestic Assistance Number 99-002: the Grant Award No. 1H79 TI11910-01, Title: Post-Incarceration Treatment Capacity Expansion dated 9/19/99, which is the funding source for these services; and the PHS Grants Policy Statement (Rev. April 1, 1994), which is a compilation of the salient features of policies and various policy issues regarding the administration of grant awards.

I. **CSAT Post-Incarceration Alcohol and Drug Residential Treatment Expansion Units of Service**

Contractor will provide the following CSAT post-incarceration alcohol and drug treatment expansion services:

A. Admit to Contractor's CSAT post-incarceration residential treatment services a minimum of fifteen (15) program participants who meet the criteria specified in Federal Grant # 1H79 TI11910-01. Provide a total of one thousand three hundred sixty-nine (1,369) days of CSAT post-incarceration residential treatment services to be allocated by Contractor among a minimum of fifteen (15) program participants set forth above.

1. Admit men who are released from custody in San Mateo County facilities. Incarcerated men will be referred with assistance of the County Correctional Mental Health and Recovery Programs staff.
2. Contractor will work in collaboration with County Correctional Mental Health and Recovery Programs staff, Alcohol and Drug Services staff and the Alcohol and Drug Services post-incarceration assessor/case manager to facilitate transition of participants into Contractor's treatment services.
  - a. Assure that each program participant receives the Addiction Severity Index (ASI) assessment tool and Government Performance Results Act (GPRA) as specified in the grant.

II. **CSAT Post-Incarceration Alcohol and Drug Treatment Expansion Services Evaluation**

Contractor will participate in the evaluation component specific to the CSAT post-incarceration alcohol and drug treatment expansion services specified in Grant Award #1H79 TI11910-01. This CSAT evaluation is in addition to other evaluation and outcome measure activities required by this Agreement.

III. Payment Schedule

Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into three monthly payments. In full consideration of CSAT services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of Human Services or her designee:

1. County shall pay Contractor TWENTY EIGHT THOUSAND EIGHT HUNDRED TWENTY-TWO DOLLARS AND SIXTY-SEVEN CENTS (\$28,822.67) per month for the months of July, August and September, 2002. This is the portion of the contract obligation designated for CSAT post-incarceration treatment services described in Sections I and II of Exhibit B.
2. The maximum contract obligation for these CSAT post-incarceration treatment services shall not exceed EIGHTY SIX THOUSAND FOUR HUNDRED SIXTY-EIGHT DOLLARS (\$86,468) for the term of this Agreement.
3. The unit rate for visit days is determined by dividing the maximum contract obligation by the number of contracted visit days.  
(\$86,468 divided by 1,369 bed days = \$63.16 per bed day).
4. All payments under this Agreement must directly support services specified in this Agreement.

**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.

DAVID L. MEEDS

Name of 504 Person - Type or Print

PROJECT NINETY INC.

720 SOUTH B ST. SUITE 3

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

SAN MATEO

CA.

94044

City

State

Zip Code

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

9-30-02

Date

James H. Stansberry 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**

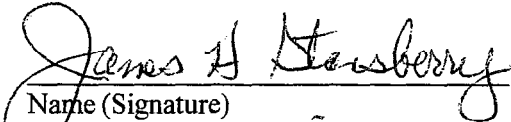
Agreement with

\_\_\_\_\_  
Name of Contractor

for

\_\_\_\_\_  
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

  
Name (Signature)

Executive Director  
Title

9-30-02  
Date

**ATTACHMENT 3**  
**HIV/AIDS 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 Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug 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**  
**PROJECT NINETY, INC.**  
**July 1, 2002 through June 30, 2003**

**A. Provisions Applicable to Exhibit B**

**1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in Exhibit B to this Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

**2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit B to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

**3. Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

**4. Payments**

- a. County will withhold 10% of the total contract amount, and will divide the balance into twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: Monthly reports of direct

services provided in the previous month and monthly bills in accordance with the County billing format.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. The 10% withhold will be kept by County pending year-end settlement, after which a reconciliation shall take place as set forth in the next section of this Attachment.
- e. Any requests for variation, exemption or waiver of the payment procedures set forth in this section A.4. of Attachment 4 must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final.

5. Year End Settlement

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

**B. Provisions Applicable to Exhibit A**

**1. Final Settlement Payment**

Final settlement payment for services provided under Exhibit A of 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 for services will be determined by the final/year-end Cost Report.

**C. Provisions Applicable to All Services**

**1. 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 County 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.

**2. 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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADs) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);



- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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.

3. 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.

4. Procedures in the Event of Non-renewal of Contract

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.

5. 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.

11. **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 County and reflected in a duly executed Amendment to this Agreement.

attachment 4 finalrevwbasn sitlike arial.doc

**ATTACHMENT 5**  
**Monitoring Procedures**  
**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. 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 the California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
  - a. If the mid-year report due January 31, 2003 indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services, County may require Contractor to submit monthly narrative reports describing actual delivery of services provided under the Exhibits for the remainder of the contract term.
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addendums thereto, and as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  2. Conduct appropriate interviews/discussions with participants served by Contractor.
  3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  4. Meet with appropriate program management and operations staff.
  5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's

program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

attachment 5 monitoring tx arial

## **ATTACHMENT 6**

### **Program Specific Requirements (Flat Rate 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.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of 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. redetermination 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 via an ASI within 30 days prior to admission to Contractor's program(s), and as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs 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 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.
4. Perform outreach activities to encourage individuals in need of alcohol and/or other drug services to reach these services.

**B. Underserved Populations Requirements:**

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
  - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs and/or alcohol and drug related materials in order to meet the needs of the people in the community(ies) served by Contractor.
  - b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
  - c. Special and/or underserved populations include the following:
    - 1) non-English speaking;
    - 2) hearing impaired;
    - 3) physically impaired;
    - 4) gay/lesbian;
    - 5) elderly (for adult services);
    - 6) pregnant women;
    - 7) HIV-positive;
    - 8) persons with a co-occurring disorder; 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, and disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.

- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.
4. If the County 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.
  5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

**V. Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph V.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided

pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.

- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the County 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 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 the Human Services Agency 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.

**VI. 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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

- A. Unusual incidents include, but are not limited to the following:
1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.



2. The death by any cause of a person currently receiving services from Contractor's program(s).
3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

Attachment 6tx progspec finalrevpb.doc

ATTACHMENT 7

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

**I. Vendor Identification**

Name of Contractor:

Protect Ninety, Inc.

Contact Person:

James STANSBERRY

Address:

720 South B Street #3

SAN MATEO, CA 94401

Phone Number:

650-579-1788 Fax Number: 650-579-2640  
908

**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 30<sup>th</sup> day of September, 2022 at San Mateo, Ca  
(City)

James H. Stansberry  
Signature

James H. Stansberry  
Name (Please print)

Executive Director  
Title

23-7398688  
Contractor Tax Identification Number

ATTACHMENT 8  
ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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

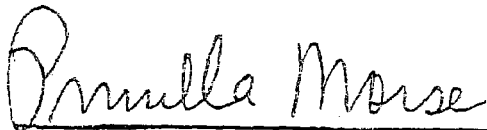
## DUTIES:

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"/>
<u>X</u> Additional Insured		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automobile Liability	<u>\$1M</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>
<u>    </u> No employees				

Remarks/Comments:

Signature:



Risk Management

Insurance Request Form.doc

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/28/20

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
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5
	Professional Liab				PERSONAL & ADV INJURY \$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000
A	AUTOMOBILE LIABILITY	2002-08509-NPO	07/01/2002	07/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000
	<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 \$
					AUTO ONLY: AGG \$
A	EXCESS LIABILITY	2002-08509-UMB-NPO	07/01/2002	07/01/2003	EACH OCCURRENCE \$ 5,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1642242	07/01/2002	07/01/2003	WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$ 1,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000
C	OTHER Building	2002-08509-NPO	07/01/2002	07/01/2003	\$134,000 Special Form \$500 Deductible

## 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/FAR000

*Peter Kelly*



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:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***



**FLAT RATE AGREEMENT WITH  
SERVICE LEAGUE OF SAN MATEO COUNTY  
FOR ALCOHOL AND DRUG 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";

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug 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:	State Net Negotiated Amount (NNA) Funded Alcohol and Drug Treatment Services and Rates of Payment for those Services
Exhibit B:	Bay Area Services Network (BASN) Funded Alcohol and Drug Treatment Services and Rates of Payment for those Services
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 (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug services as set forth in

this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed FORTY SEVEN THOUSAND EIGHTY-TWO DOLLARS (\$47,082) 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

B. **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 (15<sup>th</sup>) day of each month.

C. **Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.
- b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

**F. Contract Renegotiation**

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 to 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**

To the extent that this Agreement provides for a combination of treatment services and prevention services, 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 services. In addition to the payments specified in the Agreement, the total cost of Contractor's 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 by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) 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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

B. **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.*

C. Liability Insurance

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

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Non-Discrimination

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

A. Section 504 of the Rehabilitation Act of 1973

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a

disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

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

D. Equal Benefits Compliance  
With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions  
1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement

A. Subject to compliance with the terms and conditions of this Agreement, 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

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

- (1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400
- (2) In the case of Contractor, to:  
Service League of San Mateo County  
727 Middlefield Road  
Redwood City, CA 94063

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

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

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

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

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

ATTEST:

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

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

SERVICE LEAGUE OF SAN MATEO COUNTY

ELIZABETH K. GHELETA

Name, Title - Print EXECUTIVE DIRECTOR

Elizabeth K. Ghelata  
Signature

Date: 9-11-02

Contractor's Tax I.D. # 94-1661885

**EXHIBIT A**  
**State Negotiated Net Amount (NNA) Funded**  
**Alcohol and Drug Treatment Services and Payments**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following alcohol and drug treatment services at a mutually agreed upon location 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, hereinafter referred to as "program participants" to these services. All San Mateo County residents will have priority for admission over all other people who are waiting to be admitted to Contractor's State NNA funded alcohol and drug treatment programs. All payments under this Agreement must directly support services specified in this Agreement.

**I. NNA PERINATAL RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES**

Contractor's NNA perinatal residential program will comply with all aspects of the most current State of California Alcohol and Drug Programs (ADP) Perinatal Guidelines, and the most current State of California Standards for Drug Treatment Programs as they pertain to the NNA perinatal residential program. Contractor's services will be tailored to meet the needs of pregnant or parenting chemically dependent women involved in the criminal justice system.

A. NNA Perinatal Residential Alcohol And Drug Treatment Units of Service:  
Admit to Contractor's NNA perinatal residential alcohol and drug treatment program a minimum of two (2) female program participants who are pregnant or parenting. Provide a total of three hundred sixty-five (365) days of NNA perinatal residential alcohol and drug treatment services to be allocated by Contractor.

B. NNA Perinatal Residential Alcohol and Drug Treatment Services:  
Contractor will provide food, shelter, and other basic needs. Contractor's basic NNA perinatal residential alcohol and drug treatment program will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), recovery planning, relapse prevention, follow-up at three (3) months and nine (9) months after intake for each program participant, and case management services for each program participant.
2. Provide individual and group counseling.

3. Provide two (2), one (1) hour alcohol and drug-related education classes each week that will be documented in participant case records. Education classes will cover the following subjects:
  - a) alcohol and drug addiction and recovery;
  - b) computer classes, quilting;
  - c) vocational education, job readiness, resume writing and continued education;
  - d) conflict resolution and anger management;
  - e) parenting skills and family workshops;
  - f) socialization and communication skills;
  - g) alcohol and drug-free leisure activities;
  - h) physical fitness, nutrition and cooking, art therapy, hypnotherapy;
  - i) health education, including utilizing medical services and AIDS/HIV awareness;
  - j) self esteem;
  - k) stress management;
  - l) court procedures;
  - m) Stanford philosophy class; and
  - n) infant massage therapy.
4. Provide life skills education and cognitive skills training including: principles of self-control, anger management, inter-personal problem solving skills, consequences of behavioral choices, critical reasoning and recognition of values that influence behavior.
5. Provide parenting skills and infant care.
6. Residents will be expected to attend Alcoholics Anonymous (AA), Narcotics Anonymous (NA), and/or other self-help groups during their participation in the program.
7. Address family reunification issues so program participants may work to maintain family structure and may have a family base to return to upon completing Contractor's program.
8. Review all medical needs of program participants and make appropriate referrals as required.
9. Provide or facilitate at least one (1) alcohol and drug-free socialization activity for residents per quarter.

10. Discharge planning and relapse prevention will be provided with emphasis on peer-oriented recovery counseling.

C. NNA Perinatal Residential Services Rates of Payment:

In full consideration of the perinatal residential services provided by Contractor, the total contract obligation for these services is TWENTY-EIGHT THOUSAND ONE HUNDRED NINETEEN DOLLARS (\$28,119). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is TWO THOUSAND ONE HUNDRED EIGHT DOLLARS AND NINETY-THREE CENTS (\$2,108.93).

1. The monthly rate of payment is determined by withholding 10% of the total contract obligation and dividing the balance of TWENTY-FIVE THOUSAND THREE HUNDRED SEVEN DOLLARS (\$25,307) into twelve equal payments.
  - a. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$28,119 divided by 365 = \$77.04 per bed day).
2. All payments under this Agreement must directly support services specified in this Agreement.

**EXHIBIT B**  
**Bay Area Services Network (BASN) Funded**  
**Alcohol and Drug Treatment Services and Payments**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Bay Area Services Network (BASN) funded alcohol and drug treatment services to parolees at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will comply with the current San Mateo County BASN Work Plan; the most current State Parolee Services Network Specifications for Treatment Recovery Services, as applicable; the most current version of the California Department of Corrections BASN Guidelines; and the requirements outlined in the 2002-03 San Mateo County Request for Proposals by Alcohol and Drug Services for Bay Area Services Network Parolees.

**I. BASN FUNDED WOMEN'S RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES**

A. BASN Women's Residential Alcohol and Drug Treatment Units of Service:  
Contractor will provide a maximum of one hundred eighty (180) days of the following alcohol and drug treatment services per program participant, for individuals referred to the BASN residential program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.

1. Admit a minimum of two (2) BASN women residential alcohol and drug treatment program participants. Provide a total of three hundred sixteen (316) days of residential alcohol and drug services to be allocated by Contractor.
2. Admit BASN program participants to Contractor's BASN women's residential alcohol and drug treatment program as Contractor deems appropriate for individual program participants up to a maximum of one hundred eighty (180) days of BASN residential services.

B. BASN Women's Residential Alcohol and Drug Treatment Services:  
Services will include, but not be limited to, alcohol and drug treatment, aftercare, and relapse prevention. The following services are part of Contractor's basic BASN women's residential alcohol and drug treatment program:



1. Orientation/Assessment:  
Including an understanding of the program rules and the process each participant will be part of while in the program. A treatment plan will be developed that includes both short- and long-term behaviorally measurable goals that the program participant will work on while in the program.
2. Stabilization:  
Program participants will be directed towards stabilization through education, experiential activities, recreation, and counseling. The goal of stabilization will be to provide program participants with insight into the criminal thinking process, the addictive disease process, and relapse prevention.
3. Exit Planning and Transition to Outpatient Services:  
At least two weeks prior to the anticipated date of BASN residential treatment program completion, or transition, the program will assist each program participant in developing an exit/transition plan that will include the following:
  - a) Notification of the BASN case management contractor, and Parole within twenty-four (24) hours.
  - b) BASN transition plan and treatment summary including rehabilitation and relapse issues that need to be addressed by the program participant to assure long term recovery.
  - c) Coordination and scheduled appointment with a BASN outpatient program for ongoing rehabilitation services if one hundred eighty (180) days have not been provided; if no opening is available, Contractor may schedule an appointment with a State Alcohol and Drug Programs (ADP) certified, non-BASN, outpatient program.
4. Provide attendance reports to the County BASN Coordinator, on at least a monthly basis. Coordinate with Parole Officers, monthly, regarding progress of BASN program participants. Notify Parole Agent immediately if program participant misses a session or is discharged from the program.
5. Coordinate cases and referrals, as necessary, with other San Mateo County BASN service providers and Walden House Case Manager. Notify Parole Agent and Walden House Case Management immediately if BASN program participant is admitted or discharged from program.

C. BASN Women's Residential Alcohol and Drug Treatment Rates of Payment:

In full consideration of the BASN women's residential alcohol and drug treatment services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below:

1. County shall pay Contractor a maximum of EIGHTEEN THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS (\$18,963.00) for the term of the Agreement. County shall pay Contractor for BASN women's residential alcohol and drug treatment services at the rate of SIXTY DOLLARS (\$60.00) per bed day for residential services actually provided.
2. Contractor will ensure that the full range of BASN alcohol and drug treatment services are available for the entire term of this Agreement.
3. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these BASN residential alcohol and drug treatment services.
4. Contractor's monthly itemized bill will include the following:
  - a. Names of program participants receiving services during the month.
  - b. Dates services were provided.
  - c. Number of bed days provided for each program participant.
5. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

## 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 S.M. COUNTY 127 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.

9-11-02

Date

Elizabeth K. Ghelita

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

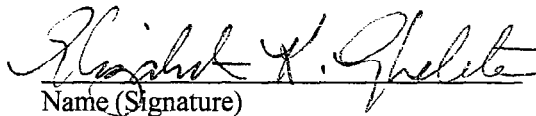
SERVICE LEAGUE of S.M. COUNTY

Name of Contractor

for

\_\_\_\_\_  
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. 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

**ATTACHMENT 3**  
**HIV/AIDS 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 Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug 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 SERVICE LEAGUE OF SAN MATEO COUNTY July 1, 2002 through June 30, 2003**

#### **A. Provisions Applicable to Exhibit A**

##### **1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in Exhibit A to this Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

##### **2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit A to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

##### **3. Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

##### **4. Payments**

- a. County will withhold 10% of the total contract amount, and will divide the balance into twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: Monthly reports of direct

services provided in the previous month and monthly bills in accordance with the County billing format.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. The 10% withhold will be kept by County pending year-end settlement, after which a reconciliation shall take place as set forth in the next section of this Attachment.
- e. Any requests for variation, exemption or waiver of the payment procedures set forth in this section A.4. of Attachment 4 must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final.

5. Year End Settlement

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

**B. Provisions Applicable to Exhibit B**

**1. Final Settlement Payment**

Final settlement payment for services provided under Exhibit B of 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 for services will be determined by the final/year-end Cost Report.

**C. Provisions Applicable to All Services**

**1. 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 County 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.

**2. 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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADS) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);



- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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.

3. 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.

4. Procedures in the Event of Non-renewal of Contract

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.

5. 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.

11. **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 County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures**  
**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. 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 the California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
  - a. If the mid-year report due January 31, 2003 indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services, County may require Contractor to submit monthly narrative reports describing actual delivery of services provided under the Exhibits for the remainder of the contract term.
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addendums thereto, and as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  2. Conduct appropriate interviews/discussions with participants served by Contractor.
  3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  4. Meet with appropriate program management and operations staff.
  5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's

program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

attachment 5 monitoring tx arial

## **ATTACHMENT 6**

### **Program Specific Requirements (Flat Rate 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.
2. Other meetings as required by the County.

##### **B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)**

##### **C. Subcontracting requirements:**

1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of 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. redetermination 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 via an ASI within 30 days prior to admission to Contractor's program(s), and as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs 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 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.
4. Perform outreach activities to encourage individuals in need of alcohol and/or other drug services to reach these services.

**B. Underserved Populations Requirements:**

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
  - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs and/or alcohol and drug related materials in order to meet the needs of the people in the community(ies) served by Contractor.
  - b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
  - c. Special and/or underserved populations include the following:
    - 1) non-English speaking;
    - 2) hearing impaired;
    - 3) physically impaired;
    - 4) gay/lesbian;
    - 5) elderly (for adult services);
    - 6) pregnant women;
    - 7) HIV-positive;
    - 8) persons with a co-occurring disorder; 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, and disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.

- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.
4. If the County 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.
  5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

V. **Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph V.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided

pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.

- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the County 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 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 the Human Services Agency 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.

**VI. 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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

- A. Unusual incidents include, but are not limited to the following:
1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.



2. The death by any cause of a person currently receiving services from Contractor's program(s).
3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

Attachment 6tx progspec finalrevpb.doc

**ATTACHMENT 7**

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

**I. Vendor Identification**

Name of Contractor: SERVICE LEAGUE of S.M. COUNTY  
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 11<sup>th</sup> day of SEPTEMBER, 2002 at REDWOOD CITY  
(City)

Elizabeth K. Gheleta  
(Signature)

ELIZABETH GHELETA  
Name (Please print)

EXECUTIVE DIRECTOR  
Title

#94-1661885  
Contractor Tax Identification Number

ATTACHMENT 8  
ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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; Pory: 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

Inform.wp

STATE  
COMPENSATION  
INSURANCE  
FUND

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-10-80

CLASS: 0000  
RATES: 0.00

SAN MATEO COUNTY  
ALCOHOLIC BEVERAGE BOARD  
1400 FREDERICK ST.  
REDWOOD CITY, CALIF. 94063

THIS POLICY IS A CONTRACT OF INSURANCE. THE WORKERS' COMPENSATION INSURANCE FUND IS THE INSURER. THE POLICY IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS SET FORTH IN THE POLICY AND THE SCHEDULES ATTACHED HERETO.

THIS POLICY IS NOT A CONTRACT OF LIFE, ACCIDENT AND HEALTH INSURANCE. IT IS NOT A CONTRACT OF LIFE, ACCIDENT AND HEALTH INSURANCE. IT IS NOT A CONTRACT OF LIFE, ACCIDENT AND HEALTH INSURANCE.

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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.

INSURER LETTER	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	CP7750417J	11-14-01	11-14-02	EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$200,000
					MED EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$1,000,000
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	BA7750417J	11-14-01	11-14-02	COMBINED SINGLE LIMIT (Per accident) \$1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER PROFESSIONAL LIABILITY	LP7750417H	11-14-01	11-14-02	1,000,000/OCC. 2,000,000/AGG.

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

CERTIFICATE HOLDER

☒ ADDITIONAL INSURED INSURER LETTERS

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

COUNTY OF SAN MATEO  
ALCOHOL & DRUG SERVICES  
400 HARBOR BLVD., BLDG. C  
BELMONT, CA. 94002





AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***SITIKE COUNSELING CENTER***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***

**FLAT RATE AGREEMENT WITH  
SITIKE COUNSELING CENTER  
FOR ALCOHOL AND DRUG 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";

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug 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:	State Net Negotiated Amount (NNA) Funded Alcohol and Drug Treatment Services and Rates of Payment for those Services
Exhibit B:	Bay Area Services Network (BASN) Funded Alcohol and Drug Treatment Services and Rates of Payment for those Services
Exhibit C:	Nonreimbursable Services
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 (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and

Attachments herein, Contractor shall perform alcohol and drug services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed ONE HUNDRED SEVENTY SEVEN THOUSAND FORTY-EIGHT DOLLARS (\$177,048) 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

B. **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 (15<sup>th</sup>) day of each month.

C. **Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.
- b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

**F. Contract Renegotiation**

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 to 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**

To the extent that this Agreement provides for a combination of treatment services and prevention services, 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 services. In addition to the payments specified in the Agreement, the total cost of Contractor's 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 by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

**5. Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) 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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

**B. 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.*

C. Liability Insurance

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

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Non-Discrimination

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

A. Section 504 of the Rehabilitation Act of 1973

- 1) Pursuant to Section 504 (Public Law 93-112), the Contractor

agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

C. Non-Discrimination - Employment

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

D. Equal Benefits Compliance

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

Manager.

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

- (1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400

- (2) In the case of Contractor, to:  
Sitike Counseling Center  
306 Spruce Avenue  
South San Francisco, CA 94080

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

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

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

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

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

ATTEST:

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

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

SITIKE COUNSELING CENTER

RITONDA CECCATO - EXECUTIVE DIRECTOR  
Name, Title - Print

Ritonda Ceccato  
Signature

Date: 9/11/02

Contractor's Tax I.D. # 910-3289-9

**EXHIBIT A**  
**State Negotiated Net Amount (NNA) Funded**  
**Alcohol and Drug Treatment Services and Payments**  
**SITIKE COUNSELING CENTER**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will admit individuals, hereinafter referred to as "program participants" to available alcohol and drug treatment services. All San Mateo County residents will have priority for admission over all other people who are waiting to be admitted to Contractor's State NNA funded alcohol and drug treatment programs.

**I. NNA WOMEN'S DAY CARE HABILITATIVE (DCH) SERVICES**

Contractor's NNA women's DCH program will comply with all aspects of the most current State of California Alcohol and Drug Programs (ADP) Perinatal Guidelines, and the most current State of California Standards for Drug Treatment Programs as they pertain to the NNA perinatal day care habilitative (DCH) services.

**A. NNA Women's Day Care Habilitative Units of Service:**

Admit a minimum of seventeen (17) chemically dependent women program participants who are pregnant and parenting to the NNA women's DCH Program. Provide a total of one thousand two hundred thirty-six (1,236) days of NNA women's DCH services to be allocated by Contractor. In order to be eligible for these services, program participants must be chemically dependent pregnant and/or parenting women.

**B. NNA Women's DCH Hours of Staff Availability:**

Provide seven thousand two hundred seven (7,207) staff hours dedicated to NNA women's DCH services. A staff hour is defined as an available staff hour.

**C. NNA Women's Day Care Habilitative Services:**

Contractor's basic women's NNA DCH services will be provided four (4) hours per day, five (5) days per week for women who meet the eligibility criteria. Contractor's women's NNA DCH services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment plan, urine screening, follow-up at three (3) and nine (9) months for each program participant, and discharge planning.

2. Provide individual and group counseling, educational and process oriented classes, case management, family education, life skills training, and access to ancillary services.
3. A curriculum including:
  - a. early recovery;
  - b. education, and development of tools to deal with craving and other withdrawal symptoms;
  - c. education and information on the disease of addiction and its progression;
  - d. emotional and psychological tools to maintain abstinence;
  - e. self esteem/self image/guilt/shame;
  - f. employment, financial, and legal issue;
  - g. nutrition information related to recovery;
  - h. on-site meals designated to support nutritional understanding; program participants will learn how to plan and prepare balanced meals;
  - i. coordination for medical and social service appointments; and
  - j. relapse prevention including identification of triggers and actions to take to avoid relapse.
4. Provide ancillary support services including:  
Vocational assessment and mentoring, acupuncture treatment, 12-step meetings, education on HIV/AIDS, hepatitis C and tuberculosis, life skills training, referrals for job skills assessment and training, and referrals for housing assistance and literacy assessment and training.
5. Therapeutic day care to program participant's children age 4 and younger. Provide a highly structured age-appropriate activities. Each program participant will be required to participate in day care for one (1) hour per week in order to allow staff to observe her in a care taking role and provide hands-on training on the needs of her child. The program participant will also attend a weekly parenting class to learn about age appropriate development and behavior, and discuss the difficulties and stress of being a parent in recovery.
6. Provide logistical support including:
  - a. Transportation to and from services for women program participants and their children age 4 years and younger.

- b. Therapeutic day care for program participants' children age four (4) years and younger.
  - c. Coordination for Children's Protective Services and Criminal Justice appointments.
  - d. Coordination with community agencies and resources.
7. Provide specialized support, including support that is sensitive to culturally diverse, economically disadvantaged, and/or HIV+ women.
  8. Provide coordination with, and facilitate access to community services including housing, vocational and educational training, employment/career counseling, and other services which will provide support for participating women and their families after program completion.

**D. NNA Women's DCH Services Payment Rates:**

In full consideration of the DCH services provided by Contractor, the total contract obligation for these services shall not exceed ONE HUNDRED SIXTY-SEVEN THOUSAND ONE HUNDRED EIGHTY-TWO DOLLARS (\$167,182). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is TWELVE THOUSAND FIVE HUNDRED THIRTY-EIGHT DOLLARS AND SIXTY-SEVEN CENTS (\$12,538.67).

1. The monthly rate of payment is determined by withholding 10% of the total contract obligation and dividing the balance of ONE HUNDRED FIFTY THOUSAND FOUR HUNDRED SIXTY-FOUR DOLLARS (\$150,464) into twelve equal payments.
  - a. The unit rate for visit days is determined by dividing the maximum contract obligation by the number of contracted visit days (\$167,182 divided by 1,236 visit days = \$135.26 per visit day).
2. All payments under this Agreement must directly support services specified in this Agreement.



**EXHIBIT B**  
**Bay Area Services Network (BASN) Funded**  
**Alcohol and Drug Treatment Services and Payments**  
**SITIKE COUNSELING CENTER**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following Bay Area Services Network (BASN) funded alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will comply with the current San Mateo County BASN Work Plan; the most current State Parolee Services Network Specifications for Treatment Recovery Services, as applicable; the most current version of the California Department of Corrections BASN Guidelines; and the requirements outlined in the 2002-03 San Mateo County Request for Proposals by Alcohol and Drug Services for Bay Area Services Network Parolees.

**I. BAY AREA SERVICES NETWORK (BASN) FUNDED NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES**

**A. BASN Nonresidential Units of Service:**

1. Contractor will provide a maximum of one hundred eighty (180) days of the following BASN nonresidential alcohol and drug treatment services, per program participant, for individuals referred to the BASN nonresidential program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.
  - a. Admit to Contractor's BASN nonresidential alcohol and drug treatment program a minimum of twelve (12) program participants.
  - b. Provide two hundred seventy-five (275) staff hours dedicated to BASN nonresidential services to the participants described in the preceding paragraph including face-to-face contacts, preparation time, and record keeping. Staff hours will include a minimum of five (5) contact hours, per BASN program participant, per week, and at least one (1) individual session, per BASN program participant, per week. These five (5) contact hours, above, are to be conducted over at least three (3) calendar days, per week. In addition, a weekly allowance of four (4) hours per week is allotted for administrative work.

2. Each BASN nonresidential alcohol and drug treatment program participant described in Paragraph I.A.1. above will receive a total of two (2) group counseling sessions per week. Group sessions may consist of no less than one (1) BASN nonresidential program participant and no more than a total of ten (10) individuals.

B. BASN Nonresidential Alcohol and Drug Treatment Services:

All of the following services are part of Contractor's basic BASN nonresidential alcohol and drug treatment program. Contractor will provide the following services:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, case management, aftercare and relapse prevention for each program participant.
2. Provide, or make available, job skills assessment and training for program participants.
3. Provide, or make available, ancillary support services including access to HIV/AIDS testing and education, literacy assessment and training, and other suitable educational training.
4. Develop an aftercare plan with each BASN nonresidential program participant prior to the participant's completion of the final phase of the BASN nonresidential alcohol and drug treatment program. Plan will include group and individual support for continued recovery, relapse prevention, education, and continuing linkages with community services.
5. Provide attendance reports to the County BASN Coordinator, on at least a monthly basis. Coordinate with Parole Officers, monthly, regarding progress of BASN program participants. Notify Parole Agent immediately if program participant misses a session or is discharged from the program.
6. Coordinate cases and referrals, as necessary, with other San Mateo County BASN service providers and Walden House Case Manager. Notify Parole Agent and Walden House Case Management immediately if BASN program participant is admitted or discharged from program.

C. BASN Nonresidential Alcohol and Drug Treatment Rates of Payment:

In full consideration of the BASN nonresidential alcohol and drug

treatment services provided by Contractor pursuant to this Agreement and subject to Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below:

1. County shall pay Contractor a maximum of NINE THOUSAND EIGHT HUNDRED SIXTY-SIX DOLLARS (\$9,866.00) for the term of the Agreement. County shall pay Contractor for BASN nonresidential alcohol and drug treatment services at the rate of THIRTY FIVE DOLLARS AND EIGHTY-EIGHT CENTS (\$35.88) per available staff hour.
2. Contractor will ensure that the full range of BASN alcohol and drug services are available for the entire term of this Agreement.
3. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these BASN nonresidential alcohol and drug treatment services.
4. Contractor's monthly itemized bill will include the following:
  - a. Names of program participants receiving services during the month.
  - b. Dates services were provided.
  - c. Number of individual and group counseling hours provided for each program participant.
  - d. Number of staff hours provided, by modality.
  - e. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT C**  
**Nonreimbursable Services**  
**Driving Under the Influence**  
**and Deferred Entry to Judgment Programs and Payments**  
**SITIKE COUNSELING CENTER**  
**July 1, 2002 through June 30, 2003**

Contractor will provide Driving Under the Influence and Deferred Entry of Judgment services at location(s) subject to mutual agreement in San Mateo County. County will not pay Contractor any money whatsoever for the nonreimbursable program(s) specified below. In consideration of County's authorization to Contractor to levy and collect fees for the program(s) described in this Exhibit, Contractor will operate the following program(s):

**I. DRIVING UNDER THE INFLUENCE (DUI) PROGRAMS**

Contractor shall provide First Offender Program (FOP) Driving Under the Influence (DUI) services as follows:

**A. DUI Program Requirements:**

The Driving Under the Influence Program (DUI) contractor shall conform with each of the following for each level of service they are providing:

**1. DUI Governing Policies:**

- a. All requirements, as specified in all applicable California laws, Codes, and State directives issued by the California Department of Alcohol and Drug Programs, and California Department of Motor Vehicles.
- b. Shall hold one or more current DUI license(s) issued by the California Department of Alcohol and Drug Programs.
- c. County rules and regulations outlined in correspondence and bulletins published by the County Alcohol and Drug Services Administrator.
- d. Court orders.

**B. DUI Program Service Hours:**

The Program will provide to each program participant service hours of the type and in the amounts required by the Courts, and/or California Department of Motor Vehicles, and/or licensing authority, and the County Alcohol and Drug Services Administrator.

C. DUI Objectives:

The objectives of the program are to comply with court orders, increase safety on the highways, create self-awareness of alcohol and other drug abuse, and prevent future arrests.

D. DUI Program Content:

The program will be educational with peer support counseling that focuses on group discussion and emphasizes personal sharing. Topics of the educational session will include:

1. significance of DUI laws to the individual;
2. socializing without alcohol or other drugs;
3. sources of help - community resources;
4. mixing alcohol and other drugs;
5. drinking/using and driving practices;
6. historical overview of the uses of alcohol and other drugs;
7. physical effects of alcohol and other drug use;
8. social effects of alcohol and other drug use;
9. psychological effects of alcohol and other drug use;
10. alcoholism and drug addiction;
11. alcoholism and drug addiction as family illnesses;
12. denial;
13. choice and wellness;
14. stress reduction;
15. values clarification and assertiveness;
16. developing a personal plan to avoid driving under the influence;
17. HIV/AIDS education; and
18. alcohol and drug related birth defects.

II. DEFERRED ENTRY OF JUDGMENT (DEJ)

A. DEJ Program Requirements:

The DEJ programs shall conform with each of the following:

1. Governing Policies:
  - a. The DEJ program requirements, as specified in all applicable California laws, and Codes, and any other related programs as requested by County Probation and agreed upon by the County Alcohol and Drug Services Administrator.
  - b. County rules and regulations outlined in correspondence and bulletins published by the County Alcohol and Drug Services Administrator or her designee.

c. Applicable State directives issued by the California Department of Alcohol and Drug Programs (ADP).

d. Court orders.

B. DEJ Program Services:

The DEJ program will provide to each DEJ program participant service hours of the type and in the amounts required by the above and the Courts, and/or the County Alcohol and Drug Services Administrator and/or County Probation.

1. Services shall include but not be limited to:

- a. group and individual counseling/education;
- b. urine drug screens; and
- c. assessment, and referral when appropriate.

C. DEJ Objectives:

The DEJ objectives of the program are to comply with court orders, create self-awareness of alcohol and other drug abuse, and prevent future arrests.

D. DEJ Program Content:

The DEJ program will provide education at all levels of service.

- 1. DEJ program content and structure will be per County rule and regulations outlined in correspondence and bulletins published by the County Alcohol and Drug Services Administrator.

III. **DUI AND DEJ PAYMENT SCHEDULE**

In full consideration of the nonreimbursable services provided by Contractor and the oversight provided by the County pursuant to this Agreement and subject to all the provisions hereinabove, the parties agree that County will not pay Contractor for services described in this Exhibit C, and that the following provisions shall be met:

A. DUI and DEJ Client Fees:

- 1. The maximum Driving Under the Influence (DUI) client fee for each level of service and related fees for DUI programs shall be fixed by the County Alcohol and Drug Services Administrator, subject to approval by the State Department of Alcohol and Drug Programs.

2. The maximum client fee for the Deferred Entry of Judgment (DEJ) programs shall be fixed by the County Alcohol and Drug Services Administrator, subject to the approval of the County Board of Supervisors.
3. The maximum client fee for the DEJ Education Sanction program shall be fixed by the County Alcohol and Drug Services Administrator.

B. DUI and DEJ Client Fee Guidelines:

1. Any increase in fees shall be approved by the County Board of Supervisors for service providers in San Mateo County.
2. Each person provided DUI program services by Contractor pursuant to this Agreement shall be assessed a fee by Contractor for such services, in accordance with Title IX, Section 9878, except for those receiving income from General Assistance or those described in Paragraph III.B.3., hereinbelow.
3. No person shall be denied services because of inability to pay as determined by applicable regulations and policies.
4. Contractor shall limit any excess fees or profit from each nonreimbursable program to ten percent (10%) of the total expenses of the program or per applicable California regulation and/or County Alcohol and Drug Services directive.

C. County Administrative Fee:

Contractor will pay County an administrative fee to compensate County for costs incurred in discharging its statutory responsibility to monitor and oversee alcohol and drug programs. Rates for administrative fees assessed by County are approved by the State Department of Alcohol and Drug Programs (ADP). Contractor shall remit monthly to County Alcohol and Drug Services Administrator the following:

1. A ten percent (10%) administrative fee of the gross revenue received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to provider for returned checks, and State administrative fees for the DUI First Offender Program (FOP).

2. A five percent (5%) administrative fee of the gross revenue received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to provider for returned checks, and less collections for drug testing for the Deferred Entry of Judgement (DEJ) program.
3. Administrative fees described hereinabove may be submitted either monthly or quarterly. In the event that submission is not postmarked by the tenth (10th) day of the following month, a five percent (5%) penalty of the full, monthly administrative fee may be assessed by County. This five percent (5%) penalty may be added for each thirty (30) day period, or portion thereof, that the payments are outstanding. If the tenth (10th) day of the month falls on a weekend or County holiday, the submission of fees must be postmarked by the next work day. All units of service reports are due monthly. Copies of all quarterly reports to the State, and State audit preparation packages, will be sent to the County at the same time they are sent to the State.
4. Contractor's gross revenue shall include ancillary, make-up, late, reduced, and incomplete fees, duplicative completion certificate fees, and fees for dishonored checks.
5. The administrative fees cover the cost of program oversight including contract maintenance and monitoring and other programmatic benefits provided by County. This fee may be revised during the contract period by the mutual agreement of Contractor and Director of the Human Services Agency or her designee.

#### **IV. PROGRAM BUDGET**

- A. Contractor will expend funds received for operation of its program and services according to applicable laws and regulations and the budget submitted to, and approved by, the County Alcohol and Drug Services.



**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.

RHONDA CECCATO  
Name of 504 Person - Type or Print

Sitike Counseling Center 306 Spruce Ave - SSF, CA 94080  
Name of Contractor(s) - Type or Print Street Address or P.O. Box

South San Francisco CA 94080  
City State Zip Code

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

9/11/02 Rhonda Ceccato EXECUTIVE 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

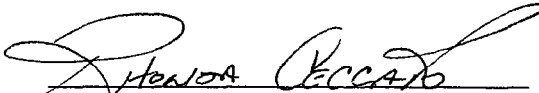
Sitike Counseling Center

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 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. 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

**ATTACHMENT 3**  
**HIV/AIDS 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 Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug 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**  
**SITIKE COUNSELING CENTER**  
**July 1, 2002 through June 30, 2003**

**A. Provisions Applicable to Exhibit A**

**1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in Exhibit A to this Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

**2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit A to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

**3. Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

**4. Payments**

- a. County will withhold 10% of the total contract amount, and will divide the balance into twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: Monthly reports of direct

services provided in the previous month and monthly bills in accordance with the County billing format.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. The 10% withhold will be kept by County pending year-end settlement, after which a reconciliation shall take place as set forth in the next section of this Attachment.
- e. Any requests for variation, exemption or waiver of the payment procedures set forth in this section A.4. of Attachment 4 must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final.

5. Year End Settlement

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

**B. Provisions Applicable to Exhibit B**

**1. Final Settlement Payment**

Final settlement payment for services provided under Exhibit B of 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 for services will be determined by the final/year-end Cost Report.

**C. Provisions Applicable to All Services**

**1. 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 County 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.

**2. 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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADs) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);

- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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.

3. 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.

4. Procedures in the Event of Non-renewal of Contract

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.

5. 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.

11. **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 County and reflected in a duly executed Amendment to this Agreement.

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**ATTACHMENT 5**  
**Monitoring Procedures**  
**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. 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 the California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
  - a. If the mid-year report due January 31, 2003 indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services, County may require Contractor to submit monthly narrative reports describing actual delivery of services provided under the Exhibits for the remainder of the contract term.
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addendums thereto, and as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  - 2. Conduct appropriate interviews/discussions with participants served by Contractor.
  - 3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  - 4. Meet with appropriate program management and operations staff.
  - 5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  - 6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's

program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

attachment 5 monitoring tx arial

## **ATTACHMENT 6**

### **Program Specific Requirements (Flat Rate 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.
2. Other meetings as required by the County.

##### **B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)**

##### **C. Subcontracting requirements:**

1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of 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. redetermination 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 via an ASI within 30 days prior to admission to Contractor's program(s), and as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs 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 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.
4. Perform outreach activities to encourage individuals in need of alcohol and/or other drug services to reach these services.

B. Underserved Populations Requirements:

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
  - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs and/or alcohol and drug related materials in order to meet the needs of the people in the community(ies) served by Contractor.
  - b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
  - c. Special and/or underserved populations include the following:
    - 1) non-English speaking;
    - 2) hearing impaired;
    - 3) physically impaired;
    - 4) gay/lesbian;
    - 5) elderly (for adult services);
    - 6) pregnant women;
    - 7) HIV-positive;
    - 8) persons with a co-occurring disorder; 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, and disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.

- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.
4. If the County 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.
  5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

V. **Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph V.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided

pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.

- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the County 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 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 the Human Services Agency 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.

VI. **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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

- A. Unusual incidents include, but are not limited to the following:
1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.

2. The death by any cause of a person currently receiving services from Contractor's program(s).
3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

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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:

Ritonda Ceccato

Address:

306 Spruce Ave

South San Francisco CA 94080

Phone Number:

(650) 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 11<sup>th</sup> day of September, 2002 at South San Francisco  
(City)

Ritonda Ceccato  
Signature

Ritonda Ceccato  
Name (Please print)

EXECUTIVE Director  
Title

94-3065810  
Contractor Tax Identification Number



ATTACHMENT 8  
ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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)

410 383 4554 1751-01

COUNTY OF SAN MATEO  
Departmental Correspondence

Date: September 12, 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: RCH, Inc.

This is a subcontractor for one of our alcohol and drug treatment providers (Sitike).

DOES CONTRACTOR TRAVEL?

Yes

DUTIES:

Provides transportation services to and from Sitike's women's intensive day treatment program for Sitike's program participants and their children.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </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>\$1M</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

OP ID KO  
RECRE-1DATE (MM/DD/YY)  
08/29/0

PRODUCER  
Costello & Sons Insurance  
Brokers, Inc.  
1752 Lincoln Avenue  
San Rafael CA 94901  
Phone: 415-455-1515

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.

## INSURED

RCH, Inc.  
207 Skyline Blvd  
San Francisco CA 94132-

## INSURERS AFFORDING COVERAGE

INSURER A: Riverport Ins. Companies of CA  
INSURER B: State Compensation Ins. 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	RP0002389	12/01/01	12/01/02	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 \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RP0002389	12/01/01	12/01/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ N/A	RPX002390	12/01/01	12/01/02	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	469-2353-02	07/01/02	07/01/03	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

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

\*Except 10 days notice for non-payment of premium. The certificate holder is named as Additional Insured as respects their interest in the job performed on their behalf by the Named Insured.

## CERTIFICATE HOLDER

Y

ADDITIONAL INSURED; INSURER LETTER: A

## CANCELLATION

SITIK-1

Sitike, Inc.  
306 Spruce Avenue  
S. San Francisco CA 94080

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

## 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.



AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***SOUTH COAST CHILDREN'S SERVICES***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***

**FLAT RATE AGREEMENT WITH  
SOUTH COAST CHILDREN'S SERVICES  
FOR ALCOHOL AND DRUG SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and SOUTH COAST CHILDREN'S SERVICES, hereinafter called "Contractor";

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug prevention 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:	State Net Negotiated Amount (NNA) Funded Prevention Services and Rates of Payment for those Services.
Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	Payment Procedures
Attachment 4:	Monitoring Procedures
Attachment 5:	Program Specific Requirements
Attachment 6:	Equal Benefits Compliance
Attachment 7:	Additional (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug prevention services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed FIFTY FOUR THOUSAND SEVENTY-NINE DOLLARS (\$54,079) 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 3 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, 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 3 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 (15<sup>th</sup>) day of each month.

D. **Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.
- b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

**F. Contract Renegotiation**

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 to finalize the agreement by July 1, 2003 subject to receipt of necessary information from the state budget.

**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 by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

**5. Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) 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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

B. 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.*

C. 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..... \$ -0-

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. **Non-Discrimination**

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

A. **Section 504 of the Rehabilitation Act of 1973**

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

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

D. Equal Benefits Compliance  
With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions  
1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

- (1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400
- (2) In the case of Contractor, to:  
South Coast Children's Services  
2041 Pescadero Road  
P.O. Box 525  
Pescadero, CA 94060

**16. Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

Human Services Agency's (HSA) Responsibilities

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

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

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

ATTEST:

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

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

SOUTH COAST CHILDREN'S SERVICES

PAMELA MELTON - EXECUTIVE  
Name, Title - Print DIRECTOR

Pamela Melton  
Signature

Date: 8/26/02

Contractor's Tax I.D. # 94-2439616

## **EXHIBIT A**

### **PROGRAM DESCRIPTION SOUTH COAST CHILDREN'S SERVICES State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention Services July 1, 2002 Through June 30, 2003**

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County.

I. **Project Horizons Alcohol and Drug Prevention Program**

Contractor will provide the following services and activities as part of the Project Horizons youth alcohol and drug prevention program:

A. **Youth Developed Activities**

Youth developed activities will be culturally and language appropriate:

1. Supervise a youth council comprised of at least ten (10) youth ages fourteen (14) through eighteen (18) from the South Coast area. Convene the youth council once a month throughout the school year for a total of nine (9) meetings. The youth council will assist with culturally and developmentally relevant program development and management.
2. Provide information and support necessary to implement at least sixty (60) youth-directed activities. All activities will have adult supervision. Contractor will maintain a minimum of one (1) to eight (8) adult to youth ratio.
  - a. A minimum of thirty (30) youth will each participate in a minimum of twenty (20) hours of activities that have been developed, planned, and organized by youth with the assistance of program staff and appropriate community resources. The program will include those activities that can reasonably be viewed as conducive to the health and personal development of the participants, such as artistic expression, community service and/or appropriate recreational and social activities.
    - 1) Alternative activities will include: artistic expression, community service and/or appropriate recreational and social activities.

- 2) Educational activities will include: education/tutoring, mentoring/apprenticeship, cultural activities and career guidance.
3. Provide a total of thirty (30) hours of career guidance and referrals to appropriate services to a minimum of ten (10) program participants.

B. **Prevention Hours of Staff Availability**

1. Provide nine hundred eighty-three (983) hours of staff availability dedicated to alcohol and drug prevention services, including direct program services, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

II. **Collaboration and Linkages**

- A. Contractor will maintain collaborative efforts with the Pescadero High School Family Resource Center (FRC) as described in the Memorandum of Understanding submitted with Contractor's prevention services proposal dated February 11, 2002.
- B. A minimum of sixteen (16) parents of youth participants will participate in at least one (1) of two (2) parent meetings organized by the Family Resource Center to discuss Project Horizons program and alcohol and drug related issues.
- C. Contractor will participate as part of the South Coast Collaborative. The Collaborative is expected to meet two (2) times throughout the term of this agreement.
- D. A minimum of ten (10) youth participating in Contractor's program services will attend and participate in meetings of the South Coast Collaborative, Alcohol and Drug Prevention Providers, and other meetings as appropriate.
- E. Include progress on collaborative efforts in quarterly narrative reports.

III. **Environmental Prevention**

Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental Prevention Efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other

drugs by the general population. Include progress on these efforts in quarterly narrative reports.

**IV. Rates of Payment**

In full consideration of the alcohol and drug prevention services provided by Contractor, the total amount for NNA prevention services contained in this Exhibit is FIFTY FOUR THOUSAND SEVENTY-NINE DOLLARS (\$54,079). Consistent with the payment methodology set forth in Attachment 3, the monthly rate of payment is FOUR THOUSAND FIFTY FIVE DOLLARS AND NINETY-TWO CENTS (\$4,055.92).

- A. The monthly rate of payment is determined by withholding 10% of the total contract amount and dividing the balance of FORTY EIGHT THOUSAND SIX HUNDRED SEVENTY-ONE DOLLARS (\$48,671) into twelve equal payments.
- B. All payments under this agreement must directly support services specified in this agreement.

south coast exhibit a

ATTACHMENT 2

**FINGERPRINTING COMPLIANCE**

Agreement with

SOUTH COAST CHILDRENS SERVICES  
Name of Contractor

for  
ALCOHOL AND DRUG PREVENTION  
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

Pamela Melton  
Name (Signature)

Executive Director  
Title

8/26/02  
Date

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.

PAMELA MELTON

Name of 504 Person - Type or Print

SOUTH COAST CHILDREN'S SERVICES

P.O. Box 525

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

PESCADERO

CA

94060

City

State

Zip Code

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

8/26/02

Date

Pamela Melton - 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 3**

### **Payment Procedures (Flat Rate Contracts) SOUTH COAST CHILDREN'S SERVICES July 1, 2002 through June 30, 2003**

#### **1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibits to the Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

#### **2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

#### **3. Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

#### **4. Payments**

- a. County will withhold 10% of the total contract amount, and will divide the balance into twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: Monthly reports of direct services provided in the previous month and monthly bills in accordance with the County billing format.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. The 10% withhold will be kept by County pending year-end settlement, after which a reconciliation shall take place as set forth in the next section of this Attachment.
- e. Any requests for variation, exemption or waiver of the payment procedures set forth in this section 4 of Attachment 3 must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final.

5. **Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

6. **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 County 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.

7. **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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADS) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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.

8. **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.

9. **Procedures in the Event of Non-renewal of Contract**

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.

10. **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.

11. **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 County and reflected in a duly executed Amendment to this Agreement.

**ATTACHMENT 4**  
**Monitoring Procedures**  
**SOUTH COAST CHILDREN'S SERVICES**  
**July 1, 2002 through June 30, 2003**

**I. Contractor's Responsibilities**

**A. Reporting Requirements for Alcohol and Drug Prevention Services**

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  - 2. Conduct appropriate interviews/discussions with participants served by Contractor.
  - 3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  - 4. Meet with appropriate program management and operations staff.
  - 5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  - 6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's

program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the or PADS forms to the State of California.

attachment 4 monitoringp arial

## **ATTACHMENT 5**

### **Program Specific Requirements (Flat Rate Agreements) SOUTH COAST CHILDREN'S SERVICES**

July 1, 2002 through June 30, 2003

#### **I. General Administrative Requirements**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of 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 Prevention Programs**

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to the following:
  - 1. Sign-in sheets;
  - 2. Activity logs;
  - 3. Documentation of referral criteria, evaluation materials, and reports pertaining to program activities;
  - 4. All documentation necessary to report on progress toward outcome objectives of services as specified in Attachment 4; and



5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys as directed by the Alcohol and Drug Services Administrator or her designee.

III. **Program Certification**

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

A. Program Requirements:

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

B. Underserved Populations Requirements:

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

- 1) Non-English speaking;
  - 2) hearing impaired;
  - 3) physically impaired;
  - 4) gay/lesbian;
  - 5) elderly (for adult services);
  - 6) pregnant women;
  - 7) HIV-positive;
  - 8) persons with a co-occurring disorder; 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. 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.

D. 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.

E. Governance and Operational Requirements:

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

- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.

F. 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.
4. 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.
5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

**IV. Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as

the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.

- C. If it is deemed necessary by the Alcohol and Drug Services 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 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 the Human Services Agency 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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

- A. Unusual incidents include, but are not limited to the following:
1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
  2. The death by any cause of a person currently receiving services from Contractor's program(s).



3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

attachment5prev final arial.doc

ATTACHMENT 6

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

**I. Vendor Identification**

Name of Contractor: SOUTH COAST CHILDREN'S SERVICE  
Contact Person: PAMELA MELTON  
Address: P.O. BOX 525  
PESCADERO, CA 94060  
Phone Number: (650) 879-0013 Fax Number: 879-0708

**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 26 day of August 2022 at Pescadero  
(City)

Pamela Melton PAMELA MELTON  
Signature Name (Please print)

EXECUTIVE DIRECTOR 94-2439616  
Title Contractor Tax Identification Number

**ATTACHMENT 7**  
**ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS**

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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 15, 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: South Coast Children's Services

DOES CONTRACTOR TRAVEL? Yes

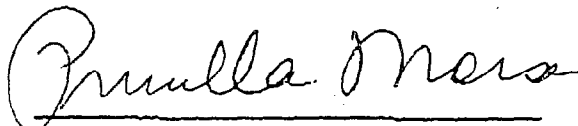
## DUTIES:

Provides alcohol and drug prevention services to youth on the coastside.

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>
Improper Sexual Conduct	<u>\$250,000</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

07/11/2002

PRODUCER **20**

**BEDELL & NELSON/HARBERT INS. A**  
**PO BOX 1295**  
**SANTA CRUZ, CA 95061**  
**DON EPPENBACH**

INSURED **SOUTH COAST CHILDRENS' SERVICE**  
**P.O. BOX 525**  
**PESCADERO, CA 94060**

**SOURC01**

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' INSURANCE ALLIANCE**  
 INSURER B: **NONPROFITS' INSURANCE ALLIANCE**  
 INSURER C: **NONPROFITS' INSURANCE ALLIANCE**  
 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
<b>A</b>	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<b>2002-00391-NPO</b>	<b>06/15/2002</b>	<b>06/15/2003</b>	EACH OCCURRENCE \$ <b>100000</b> FIRE DAMAGE (Any one fire) \$ <b>10000</b> MED EXP (Any one person) \$ <b>1000</b> PERSONAL & ADV INJURY \$ <b>100000</b> GENERAL AGGREGATE \$ <b>300000</b> PRODUCTS - COMP/OP AGG \$ <b>300000</b>
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <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	<b>2002-00391NPO-AUTOB</b>	<b>06/15/2002</b>	<b>06/15/2003</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>100000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				
<b>C</b>	<b>OTHER</b> <b>IMPROPER SEXUAL CONDU</b>	<b>2002-00391-NPO</b>	<b>06/15/2002</b>	<b>06/15/2003</b>	<b>AGGREGATE 250000</b> <b>EACH OCCURRENCE 250000</b>

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

THE COUNTY OF SAN MATEO, ITS AGENTS, OFFICERS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED. RE: PROJECT HORIZON

## CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

## CANCELLATION 10-Day Notice for Non-Payment of Premium

**SAN MATEO COUNTY ALCOHOL & ESTER LUCAS**  
**DRUG PROGRAM, YOUTH & FAMILY S**  
**400 HARBOR BLVD.**  
**BELMONT, CA 94002**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~NOTICE BY MAIL~~ **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~WHICH MAY BE BY MAIL OR BY HAND DELIVERY TO THE CERTIFICATE HOLDER'S ADDRESS OR BY FAX TO THE CERTIFICATE HOLDER'S FAX NUMBER.~~  
 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.





P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-06-02

POLICY NUMBER: 1082783 - 02  
CERTIFICATE EXPIRES: 09-06-03

SAN MATEO COUNTY ALCOHOL AND DRUG PROGRAM  
ATTN: ESTHER LUCAS  
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 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.

*Kenneth C. Bollier*  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

2002 AUG 22 P 12:36  
HUMAN SERVICES AGENCY  
ALCOHOL & DRUG SERVICES

EMPLOYER

LEGAL NAME

SOUTH COAST CHILDREN'S SERVICES  
PO BOX 525  
PESCADERO CA 94060

SOUTH COAST CHILDREN'S SERVICES  
(A NON-PROFIT CORP.)

PRINTED: 08-19-02 P0408



AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***WOMEN'S RECOVERY ASSOCIATION***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***

**FLAT RATE AGREEMENT WITH  
WOMEN'S RECOVERY ASSOCIATION  
FOR ALCOHOL AND DRUG 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";

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug 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:	State Net Negotiated Amount (NNA) Funded Alcohol and Drug Treatment Services and Rates of Payment for those Services
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 (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000) 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

#### B. 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 (15<sup>th</sup>) day of each month.

#### C. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.
- b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

**F. Contract Renegotiation**

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 to 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**

To the extent that this Agreement provides for a combination of treatment services and prevention services, 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 services. In addition to the payments specified in the Agreement, the total cost of Contractor's 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 by both County and Contractor is to create an independent contractor relationship. Contractor expressly

acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) 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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

B. **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.*

C. Liability Insurance

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

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Non-Discrimination

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

A. Section 504 of the Rehabilitation Act of 1973

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

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

D. Equal Benefits Compliance  
With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions  
1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

2. To effectuate the provisions of this paragraph, the County



Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as

amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

- (1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400
- (2) In the case of Contractor, to:  
Women's Recovery Association  
1450 Chapin Avenue, 1<sup>st</sup> Floor  
Burlingame, CA 94010

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

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

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

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

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

ATTEST:

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

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

WOMEN'S RECOVERY ~~SERVICES~~ ASSOCIATION

Jolie A. Boy, Interim Executive Director  
Name, Title - Print

\_\_\_\_\_  
Signature

Date: 9-18-02

Contractor's Tax I.D. # 23-7079003

**EXHIBIT A**  
**State Negotiated Net Amount (NNA) Funded**  
**Alcohol and Drug Treatment Services and Payments**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2002 through June 30, 2003**

Contractor will provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will admit individuals, hereinafter referred to as "program participants" to available alcohol and drug treatment services. All San Mateo County residents will have priority for admission over all other people who are waiting to be admitted to Contractor's State NNA funded alcohol and drug treatment programs.

**I. NNA PERINATAL RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES**

Contractor's NNA perinatal residential program will comply with all aspects of the most current State of California Alcohol and Drug Programs (ADP) Perinatal Guidelines, and the most current State of California Standards for Drug Treatment Programs as they pertain to the NNA perinatal residential program.

**A. NNA Perinatal Residential Alcohol and Drug Treatment Units of Service:**

- Admit to Contractor's NNA perinatal residential alcohol and drug treatment program a minimum of sixteen (16) program participants. Provide a maximum of two thousand eight hundred ninety-eight (2,898) days of NNA perinatal residential alcohol and drug treatment services to be allocated by Contractor.
1. Admit to Contractor's NNA perinatal residential alcohol and drug treatment program eight (8) women program participants. These women must be either pregnant substance using, or parenting, with an identified impairment in her ability to care for a child, ages birth through twelve (12) years of age, due to substance use. Contractor will provide a maximum of one thousand four hundred forty-nine (1,449) days of NNA perinatal residential recovery services to be allocated by Contractor.
  2. Admit to Contractor's NNA perinatal residential alcohol and drug treatment program eight (8) program participants who are children of the women admitted to the NNA perinatal residential alcohol and drug treatment program specified above. Provide a maximum of one thousand four hundred forty-nine (1,449) days of NNA perinatal residential alcohol and drug treatment services to be

allocated by Contractor.

**B. NNA Perinatal Residential Alcohol and Drug Treatment Services:**

Contractor will provide food, shelter and other basic needs. The following services are part of Contractor's basic NNA perinatal residential alcohol and drug treatment services:

**1. Women's Services:**

- a. Intake, assessment (utilizing the Addiction Severity Index [ASI], and the American Society of Addiction Medicine [ASAM]), treatment plan, urine screening, follow-up at three (3) and nine (9) months after intake for each program participant, and discharge planning.
- b. Provide a structured program including weekly education five (5) to eight (8) hours per week on chemical dependency, life skills, health education, pharmacology, AIDS/HIV and hepatitis C education, parenting education, relationship education, family dynamics, eating disorders, sex education, vocational skills, acupuncture, exercise, nutrition, and relaxation techniques.
- c. Psycho educational groups, process groups and individual counseling and "Mommy and Me" groups.
- d. Family assessment and involvement including weekly Family and Friends groups meeting. Make available outpatient individual, family, and couples sessions on a sliding scale for family members.
- e. Provide access to ancillary support services including access to tuberculosis and HIV/AIDS education and testing, tobacco prevention services, prenatal care and education on the effects of substance use on the fetus, linkage with the Family Self Sufficiency Team (FSST), health services, vocational training, housing, legal assistance, transportation, and child care.
- f. Develop a relapse prevention plan with each program participant which includes psycho education, group therapy, 12-step meetings and relapse prevention groups. Provide transition to an aftercare outpatient program which will provide mentoring, role modeling and sober social support



systems and activities through Contractor's Alumnae Association.

2. Children Services:

- a. Provide separate assessment of children to identify developmental and medical issues. Develop individual treatment plans for both adult program participants and their child(ren).
- b. Develop a children's therapeutic program which, at a minimum, will include therapeutic child care, appropriate developmental activities, age appropriate children's groups, "Mommy and me" groups, and individual services with perinatal and family counselors.

C. NNA Perinatal Residential Alcohol and Drug Treatment Payment Schedule:

Monthly County payment to Contractor is determined by dividing the entire fiscal obligation into twelve (12) monthly payments. In full consideration of the NNA perinatal residential alcohol and drug treatment services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below:

1. In full consideration of the perinatal services provided by Contractor the maximum contract obligation for these services is TWO HUNDRED THOUSAND DOLLARS (\$200,000). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is FIFTEEN THOUSAND DOLLARS (\$15,000).
2. The monthly rate of payment is determined by withholding 10% of the total contract amount and dividing the balance of ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000) into twelve equal payments.
  - a. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$200,000 divided by 2,898 = \$69.01 per bed day).
3. All payments under this Agreement must directly support services specified in this Agreement.

**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 A Bou,

Name of 504 Person - Type or Print

WRA

1450 Chapin Ave, 1st Flr

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

Burlingame CA

94010

City

State

Zip Code

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

9-18-02

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

Women's Recovery Association

Name of Contractor

Alcohol and Drug Treatment  
for  
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. 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

9-18-02  
Date

**ATTACHMENT 3**  
**HIV/AIDS 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 Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug 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**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2002 through June 30, 2003**

1. **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 County 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.

2. **Final Settlement Payment**

Final settlement payment for services provided under 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 for services will be determined by 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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADS) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;

- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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 Contract**

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 County and reflected in a duly executed Amendment to this Agreement.

attachment 4 finalrevpb WRA arial.doc

**ATTACHMENT 5**  
**Monitoring Procedures**  
**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. 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 the California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
  - a. If the mid-year report due January 31, 2003 indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services, County may require Contractor to submit monthly narrative reports describing actual delivery of services provided under the Exhibits for the remainder of the contract term.
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addendums thereto, and as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  2. Conduct appropriate interviews/discussions with participants served by Contractor.
  3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  4. Meet with appropriate program management and operations staff.
  5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's

program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

attachment 5 monitoring tx arial

## **ATTACHMENT 6**

### **Program Specific Requirements (Flat Rate 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.
2. Other meetings as required by the County.

##### **B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)**

##### **C. Subcontracting requirements:**

1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of 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. redetermination 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 via an ASI within 30 days prior to admission to Contractor's program(s), and as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs 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 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.
4. Perform outreach activities to encourage individuals in need of alcohol and/or other drug services to reach these services.

**B. Underserved Populations Requirements:**

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
  - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs and/or alcohol and drug related materials in order to meet the needs of the people in the community(ies) served by Contractor.
  - b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
  - c. Special and/or underserved populations include the following:
    - 1) non-English speaking;
    - 2) hearing impaired;
    - 3) physically impaired;
    - 4) gay/lesbian;
    - 5) elderly (for adult services);
    - 6) pregnant women;
    - 7) HIV-positive;
    - 8) persons with a co-occurring disorder; 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, and disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.



- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.
4. If the County 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.
  5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

**V. Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph V.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided

pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.

- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the County 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 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 the Human Services Agency 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.

VI. **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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

- A. Unusual incidents include, but are not limited to the following:
1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.

2. The death by any cause of a person currently receiving services from Contractor's program(s).
3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

Attachment 6tx progspec finalrevpb.doc

ATTACHMENT 7

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

**I. Vendor Identification**

Name of Contractor:

WRA

Contact Person:

JOLIE BOU

Address:

1450 Chapin Ave, 1st Flr

Phone Number:

650-348-6603

Fax Number:

650-348-0615

**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.\*

AVAILABLE - EMPLOYEE PAID

**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.

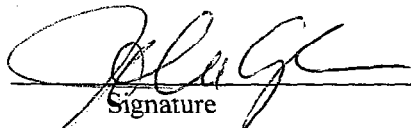
☐ No, the Contractor does not comply.

☐ 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 18 day of Sept, 2002 at Burlingame  
(City)

  
Signature

Jolie Bou  
Name (Please print)

Int. Executive Director  
Title

23-7079003  
Contractor Tax Identification Number

ATTACHMENT 8  
ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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>X</u> Additional Insured	<u>\$3M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Automobile Liability	<u>\$1M</u>	<u>✓</u>	<u>      </u>	<u>      </u>
Professional Liability	<u>\$5M</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 Harris-Morse*

Risk Management

insform.wp

# **ADDITIONAL CERTIFICATE OF INSURANCE**

PRODUCER Search Insurance Agency, 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 BEING CERTIFIED.

## **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 OF COVERAGE MAY HAVE BEEN REDUCED BY OTHER POLICIES.

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.

County Of San Mateo, Alcohol & Drug Services  
Attn Jane Marks  
400 Harbor Blvd. Building 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 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: 488-02 UNIT 000027  
CERTIFICATE EXPIRES: 8-9-03

COUNTY OF SAN MATEO      ATTN: WADIRA  
ALCOHOL & DRUG SERVICES  
400 HARBOR BLVD BLDG B  
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 employee named below for the policy period indicated.

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

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

*K.C. 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



AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***YOUTH AND FAMILY ASSISTANCE***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***

**FLAT RATE AGREEMENT WITH  
YOUTH AND FAMILY ASSISTANCE  
FOR ALCOHOL AND DRUG SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and YOUTH AND FAMILY ASSISTANCE, hereinafter called "Contractor";

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug 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:	State Net Negotiated Amount (NNA) Funded Prevention Services and Rates of Payment for those Services
Exhibit B:	Nonreimbursable Services
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 (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed EIGHTY THOUSAND DOLLARS (\$80,000) 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, 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 (15<sup>th</sup>) day of each month.

D. **Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.
- b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

F. **Contract Renegotiation**

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 to 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**

To the extent that this Agreement provides for a combination of treatment services and prevention services, 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 services. In addition to the payments specified in the Agreement, the total cost of Contractor's 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 by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) 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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

B. **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.*

C. Liability Insurance

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

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Non-Discrimination

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

A. Section 504 of the Rehabilitation Act of 1973

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a

disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

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

D. Equal Benefits Compliance  
With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions  
1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

- (1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400



- (2) In the case of Contractor, to:  
Youth and Family Assistance  
609 Price Avenue  
Redwood City, CA 94063

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

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

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

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

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

ATTEST:

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

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

YOUTH AND FAMILY ASSISTANCE

Robert Rybicki - Executive Director  
Name, Title - Print

[Signature]  
Signature

Date: 9/26/02

Contractor's Tax I.D. # 94-3094966

**EXHIBIT A**  
**YOUTH AND FAMILY ASSISTANCE**  
**State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention**  
**Services**  
**July 1, 2002 through June 30, 2003**

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

- I. Alcohol and Drug Information and Referral Services Helpline
  - A. Alcohol and Drug Information and Referral Services Helpline Services
    1. Maintain a twenty-four (24) hour a day, seven (7) day-a-week phone line using the existing information and referral number: (650) 573-3950.
    2. Provide alcohol and drug education and referral information by telephone to an estimated population of two thousand (2,000) persons.
    3. Maintain a specialized alcohol and drug curriculum for those volunteers answering the helpline.
    4. Recruit and train thirty (30) new volunteers to answer the helpline.
    5. Provide a total of fifty (50) hours of training to each volunteer in how to deal with crisis calls including thirty (30) hours of training that is specifically related to helping callers on the Alcohol and Drug Helpline.
    6. Update alcohol and drug resource/referral information database as new information is received. Verify all referral information at least once during the term of this agreement.
    7. Publicize and promote the information and referral helpline services.
      - a. Distribute public service announcements (PSAs) to at least fifty (50) radio/television stations twice per year.
    8. Provide presentations to community groups, teachers/schools, police, professionals and businesses on request. Include

information about Contractor's helpline services and youth outreach services in all Contractor's presentations.

9. Keep a record of all calls received.
10. **Prevention Hours of Staff Availability**  
Provide one thousand one hundred sixty-two (1,162) hours of staff availability dedicated to alcohol and drug prevention services including direct program services, preparation time and record-keeping time. The hours of staff availability are the contracted units of service.

**B. Alcohol and Drug Information and Referral Services Helpline Rates of Payment**

1. In full consideration of the alcohol and drug prevention services provided by Contractor, the total amount for NNA funded Alcohol and Drug Information and Referral Services Helpline services is FORTY ONE THOUSAND TWO HUNDRED TWENTY FIVE (\$41,225). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is THREE THOUSAND NINETY-ONE DOLLARS AND NINETY-TWO CENTS (\$3,091.92).
2. The monthly rate of payment is determined by withholding 10% of the total contract amount and dividing the balance of THIRTY SEVEN THOUSAND ONE HUNDRED THREE DOLLARS (\$37,103) into twelve equal payments.
3. All payments under this Agreement must directly support services specified in this Agreement.

**II. Mis Hermanas Educational/Support**

**A. Mis Hermanas Educational/Support Services**

1. Provide the Mis Hermanas education and support services to a minimum of eighty (80) young women ages fourteen (14) to eighteen (18) from the target population. Participants may be referred by school personnel or self-referred.
  - a. Provide eight (8) workshop series' of twelve (12) weekly sessions each. Topics include effects of alcohol and other drug use, cultural issues, self-esteem, the importance of education and career opportunities, communication skills,

conflict resolution, peer pressure, and other issues relevant to the lives of the participants.

2. **Prevention Hours of Staff Availability**

Provide one thousand three hundred thirty-one (1,331) hours of staff availability dedicated to alcohol and drug prevention services including direct program services, preparation time and record-keeping time. The hours of staff availability are the contracted units of service.

B. **Mis Hermanas Educational/Support Rates of Payment**

1. In full consideration of the alcohol and drug prevention services provided by Contractor the total amount for NNA funded Mis Hermanas Educational/Support services is THIRTY EIGHT THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS (\$38,775). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is TWO THOUSAND NINE HUNDRED EIGHT DOLLARS AND SEVENTEEN CENTS (\$2,908.17).
2. The monthly rate of payment is determined by withholding 10% of the total contract amount and dividing the balance of THIRTY FOUR THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS (34,898) into twelve equal payments.
3. All payments under this Agreement must directly support services specified in this Agreement.

III. **Collaboration and Linkages**

Contractor will work collaboratively with Cabrillo Unified School District School Linked Services Family Resource Center, the Redwood City Family Centers and the Sequoia High School Teen Resource Center in providing its alcohol and drug prevention services. Contractor will include progress on collaborative efforts in the quarterly narrative reports.

IV. **Environmental Prevention**

Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental Prevention Efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other drugs by the general population. Include progress on these efforts in quarterly narrative reports.

**EXHIBIT B**  
**Nonreimbursable Services**  
**YOUTH AND FAMILY ASSISTANCE**  
**July 1, 2002 through June 30, 2003**

Contractor will provide Driving Under the Influence (DUI) and Deferred Entry to Judgment (DEJ) services at location(s) subject to mutual agreement in San Mateo County. County will not pay Contractor any money whatsoever for the nonreimbursable program(s) specified below. In consideration of County's authorization to Contractor to levy and collect fees for the program(s) described in this Exhibit, Contractor will operate the following program(s).

I. **Driving Under the Influence (DUI) Programs - Juvenile and Adult First Offender (FOP) Programs**

Contractor shall provide First Offender Programs (FOP) Driving Under the Influence (DUI) services as follows:

A. **DUI Program Requirements**

The Driving Under the Influence (DUI) program contractor shall conform with each of the following for each level of service they are providing:

1. **Governing Policies**

- a. All requirements, as specified in all applicable California laws, Codes, and State directives issued by the California Department of Alcohol and Drug Programs, and California Department of Motor Vehicles.
- b. Shall hold one or more current DUI license(s) issued by the California Department of Alcohol and Drug Programs.
- c. County rules and regulations outlined in correspondence and bulletins published by the County Alcohol and Drug Services Administrator.
- d. Court orders.

B. **DUI Program Service Hours**

The DUI program will provide to each program participant service hours of the type and in the amounts required by the Courts, and/or California Department of Motor Vehicles, and/or licensing authority, and County Alcohol and Drug Services Administrator.

C. DUI Objectives:

The DUI objectives of the program are to comply with court orders, increase safety on the highways, create self-awareness of alcohol and other drug abuse, and prevent future arrests.

D. DUI Program Content:

The program will be educational with peer support counseling that focuses on group discussion and emphasizes personal sharing. Topics of the educational session will include:

1. Significance of DUI laws to the individual.
2. Socializing without alcohol or other drugs.
3. Sources of help - community resources.
4. Mixing alcohol and other drugs.
5. Drinking/using and driving practices.
6. Historical overview of the uses of alcohol and other drugs.
7. Physical effects of alcohol and other drug use.
8. Social effects of alcohol and other drug use.
9. Psychological effects of alcohol and other drug use.
10. Alcoholism and drug addiction.
11. Alcoholism and drug addiction as family illnesses.
12. Denial.
13. Choice and wellness.
14. Stress reduction.
15. Values clarification and assertiveness.
16. Developing a personal plan to avoid driving under the influence.
17. HIV/AIDS education.
18. Alcohol- and drug-related birth defects.

II. Deferred Entry of Judgement (DEJ)

A. DEJ Program Requirements:

The DEJ programs shall conform with each of the following:

1. Governing Policies
  - a. The DEJ program requirements, as specified in all applicable California laws, and Codes, and any other related programs as requested by County Probation and agreed upon by the County Alcohol and Drug Services Administrator.
  - b. County rules and regulations outlined in correspondence and bulletins published by the County Alcohol and Drug Services Administrator or her designee.

- c. Applicable State directives issued by the California Department of Alcohol and Drug Programs (ADP).
- d. Court orders.

B. DEJ Program Service Hours

The DEJ program will provide to each program participant service hours of the type and in the amounts required by the above and the Courts, and/or the County Alcohol and Drug Services Administrator and/or County Probation.

- 1. Services shall include but not be limited to:
  - a. Group and individual counseling/education.
  - b. Urine drug screens.
  - c. Assessment, and referral when appropriate.

C. DEJ Objectives

The objectives of the DEJ program are to comply with court orders, create self-awareness of alcohol and other drug abuse, and prevent future arrests.

D. DEJ Program Content

The DEJ program will provide education at all levels of service.

- 1. Program content and structure will be per County rule and regulations outlined in correspondence and bulletins published by the County Alcohol and Drug Services Administrator.

III. Payment Provisions

In full consideration of the Driving Under the Influence (DUI) and Deferred Entry of Judgment (DEJ) services provided by Contractor and the oversight provided by the County pursuant to this Agreement and subject to all the provisions hereinabove, the parties agree the following provisions shall be met.

A. Client Fees

- 1. The maximum client fee for each level of service and related fees for Driving Under the Influence (DUI) programs shall be fixed by the County Alcohol and Drug Services Administrator subject to approval by the State Department of Alcohol and Drug Programs.
- 2. The maximum client fee for the Deferred Entry of Judgment (DEJ) programs shall be fixed by the County Alcohol and Drug Services



Administrator subject to the approval of the County Board of Supervisors.

3. The maximum client fee for the DEJ Education Sanction program shall be fixed by the County Alcohol and Drug Services Administrator.

B. Client Fee Guidelines

1. Any increase in fees shall be approved by the County Board of Supervisors for service providers in San Mateo County.
2. Each person provided DUI program services by Contractor pursuant to this Agreement shall be assessed a fee by Contractor for such services, in accordance with Title IX, Section 9878, except for those receiving income from General Assistance or those described in Paragraph III.B.3., hereinbelow.
3. No person shall be denied services because of inability to pay as determined by applicable regulations and policies.
4. Contractor shall limit any excess fees or profit from each nonreimbursable program to ten percent (10%) of the total expenses of the program or per applicable California regulation and/or County Alcohol and Drug Services directive.

C. County Administrative Fee

An administrative fee will be charged to compensate County for costs incurred in discharging its statutory responsibility to monitor and oversee alcohol and drug programs. DUI administrative fees must be approved by the State Alcohol and Drug Program (ADP). DEJ administrative fees must be approved by the County Human Services Agency Director. Contractor shall remit monthly to County Alcohol and Drug Services Administrator the following:

1. A ten percent (10%) administrative fee of the gross revenue received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to provider for returned checks, and State administrative fees for the DUI First Offender Program (FOP).
2. A five percent (5%) administrative fee of the gross revenue received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to provider for returned checks, and less collections for drug testing for the

Deferred Entry of Judgment (DEJ) program.

3. Administrative fees described hereinabove may be submitted either monthly or quarterly. In the event that submission is not postmarked by the tenth (10th) day of the following month, a five percent (5%) penalty of the full, monthly administrative fee may be assessed by County. This five percent (5%) penalty may be added for each thirty (30) day period, or portion thereof, that the payments are outstanding. If the tenth (10th) day of the month falls on a weekend or County holiday, the submission of fees must be postmarked by the next work day. All units of service reports are due monthly. Copies of all quarterly reports to the State, and State audit preparation packages, will be sent to the County at the same time they are sent to the State.
4. Contractor's gross revenue shall include ancillary, make-up, late, reduced, and incomplete fees, duplicative completion certificate fees, and fees for dishonored checks.
5. The administrative fees cover the cost of program oversight including contract maintenance and monitoring and other programmatic benefits provided by County. This fee may be revised during the contract period by the mutual agreement of Contractor and Director of the Human Services Agency or her designee.

IV. **Program Budget**

- A. Contractor will expend funds received for operation of its program and services according to applicable laws and regulations and the budget submitted to, and approved by, the County Alcohol and Drug Services.

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

YFA

609 Price Ave # 205

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

Redwood City

CA

94063

City

State

Zip Code

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

9-27-02

Date

R. Allison

HR Associate

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

YFA

Name of Contractor

for

Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

P. Aluzon

Name (Signature)

HR Associate

Title

9-27-02

Date

**ATTACHMENT 3**  
**HIV/AIDS 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 Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug 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 (Flat Rate Contracts) YOUTH AND FAMILY ASSISTANCE July 1, 2002 through June 30, 2003**

#### **1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibits to the Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

#### **2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

#### **3. Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

#### **4. Payments**

- a. County will withhold 10% of the total contract amount, and will divide the balance into twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: Monthly reports of direct services provided in the previous month and monthly bills in accordance with the County billing format.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. The 10% withhold will be kept by County pending year-end settlement, after which a reconciliation shall take place as set forth in the next section of this Attachment.
- e. Any requests for variation, exemption or waiver of the payment procedures set forth in this section 4 of Attachment 4 must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final.

5. **Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

6. **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 County 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.

7. **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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADs) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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.



8. **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.

9. **Procedures in the Event of Non-renewal of Contract**

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.

10. **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.

11. **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 County and reflected in a duly executed Amendment to this Agreement.

**ATTACHMENT 5**  
**Monitoring Procedures**  
**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. 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 the California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
  - a. If the mid-year report due January 31, 2003 indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services, County may require Contractor to submit monthly narrative reports describing actual delivery of services provided under the Exhibits for the remainder of the contract term.
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addendums thereto, and as directed by the County Alcohol and Drug Services Administrator or her designee.

C. Reporting Requirements for Alcohol and Drug Prevention Services

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  - 2. Conduct appropriate interviews/discussions with participants served by Contractor.
  - 3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  - 4. Meet with appropriate program management and operations staff.
  - 5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  - 6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's

program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

attachment 5 monitoring trial

## **ATTACHMENT 6**

### **Program Specific Requirements (Flat Rate 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.
  - 2. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 3. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 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. redetermination 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 via an ASI within 30 days prior to admission to Contractor's program(s), and as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs 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 County.

### III. **Administrative Requirements for Prevention Programs**

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to the following:

1. Sign-in sheets;
  2. Activity logs;
  3. Documentation of referral criteria, evaluation materials, and reports pertaining to program activities;
  4. All documentation necessary to report on progress toward outcome objectives of services as specified in Attachment 5; and
  5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys as directed by the Alcohol and Drug Services Administrator or her designee.

**IV. Program Certification**

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

**A. Program Requirements:**

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

**B. Underserved Populations Requirements:**

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
  - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs



and/or alcohol and drug related materials in order to meet the needs of the people in the community(ies) served by Contractor.

- b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
    - c. Special and/or underserved populations include the following:
      - 1) non-English speaking;
      - 2) hearing impaired;
      - 3) physically impaired;
      - 4) gay/lesbian;
      - 5) elderly (for adult services);
      - 6) pregnant women;
      - 7) HIV-positive;
      - 8) persons with 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, and disorientation.
- c. Program eligibility standards and policies and procedures for admission to and termination from the program.
- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.
4. 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.

5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

V. **Fiscal Certifications**

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

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

VI. **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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

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

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
2. The death by any cause of a person currently receiving services from Contractor's program(s).
3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

ATTACHMENT 7

COUNTY OF SAN MATEO  
Equal Benefits Compliance Declaration Form

**I. Vendor Identification**

Name of Contractor: Youth and Family Assistance  
Contact Person: Rebecca Allison  
Address: 609 Price Ave # 205  
Redwood City, CA 94063  
Phone Number: (650) 366-8401 Fax Number: (650) 366-8455

**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 27 day of September, 2002 at Redwood City  
(City)

[Signature]  
Signature

Rebecca Allison  
Name (Please print)

HR Associate  
Title

943094966  
Contractor Tax Identification Number

**ATTACHMENT 8**  
**ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS**

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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		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>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	GENERAL LIABILITY	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
					GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COMP/OP AGG \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	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					
	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 \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	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	OTHER				
	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.

## CERTIFICATE HOLDER

N ADDITIONAL INSURED; INSURER LETTER:

## CANCELLATION

County of San Mateo  
 Human Services Agency  
 Attn: Nalini Nath-Contracts  
 262 Harbor Blvd, Bldg A  
 Belmont CA 94002

COUNT00

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



AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***YOUTH LEADERSHIP INSTITUTE***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***



**FLAT RATE AGREEMENT WITH  
YOUTH LEADERSHIP INSTITUTE  
FOR ALCOHOL AND DRUG SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and YOUTH LEADERSHIP INSTITUTE, hereinafter called "Contractor";

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug prevention 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:	State Net Negotiated Amount (NNA) Funded Prevention Services and Rates of Payment for those Services
Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	Payment Procedures
Attachment 4:	Monitoring Procedures
Attachment 5:	Program Specific Requirements
Attachment 6:	Equal Benefits Compliance
Attachment 7:	Additional (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug prevention services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed NINETY THOUSAND DOLLARS (\$90,000) 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 3 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, 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 3 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 (15<sup>th</sup>) day of each month.

#### D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.

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

**F. Contract Renegotiation**

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 to finalize the agreement by July 1, 2003 subject to receipt of necessary information from the state budget.

**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 by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

**5. Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) 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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

B. **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.*

C. **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..... | \$ <u>1,000,000</u> |
| (b) | Automobile Liability.....            | \$ <u>1,000,000</u> |
| (c) | Professional Liability.....          | \$ <u>-0-</u>       |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. **Non-Discrimination**

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

A. **Section 504 of the Rehabilitation Act of 1973**

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

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

D. Equal Benefits Compliance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions  
1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.



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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

(1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400

(2) In the case of Contractor, to:  
Youth Leadership Institute  
1115 Third Street, Suite 5  
San Rafael, CA 94901

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

Human Services Agency's (HSA) Responsibilities

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

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

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

ATTEST:

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

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

YOUTH LEADERSHIP INSTITUTE

MAUREEN A. SEDONAEN, EXECUTIVE DIRECTOR  
Name, Title - Print

  
Signature

Date: 8-28-02

Contractor's Tax I.D. # 68-0184712

EXHIBIT A  
Youth Leadership Institute  
State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention  
Services  
July 1, 2002 through June 30, 2003

Contractor will provide the following alcohol and drug prevention services at a mutually agreed upon location in San Mateo County.

- I. Prevention Services: Friday Night Live (FNL) and Club Live (CL) Programs
  - A. Support and Capacity Building for FNL/CL Chapters  
Contractor's program staff will provide the following:
    - 1. Consultation with each FNL/CL chapter advisor on a bi-monthly basis.
    - 2. Convene bi-monthly meetings for all chapter advisors to provide a forum for support, collaboration and training.
    - 3. Assistance to chapter advisors in maintaining chapters. Assistance may include but is not limited to: designing activities, facilitating a youth development process; Alcohol, Tobacco and Other Drug (ATOD) prevention and environmental prevention projects.
  - B. Support for Local FNL/CL Participation in Regional and Statewide Activities. Contractor's program staff will provide the following:
    - 1. Coordinate participation of San Mateo County youth in regional and statewide trainings, conferences and events including Contractor's trainings, FL/CL regional events.
    - 2. Participate in State FNL/CL Consortiums
    - 3. Train FNL/CL participants to present workshops at regional and statewide conferences (such as Teenwork '02 which is the annual statewide youth ATOD prevention institute scheduled for April, 2003).
  - C. Prevention Youth Council
    - 1. Recruit a diverse core group of youth participants representing different FNL/CL chapters and San Mateo County communities to serve as the Youth Council for San Mateo County FNL/CL, developing and coordinating

activities, environmental prevention projects and communication between chapters.

Activities:

- a. Recruit/maintain a Youth Council consisting of a diverse core group of eight (8) to ten (10) youth participants representing different FNL/CL chapters and San Mateo County communities.
- b. Contractor's staff will meet with Youth Council members bi-monthly to plan activities, including appropriate assemblies and rallies, and/or coordination of larger countywide efforts. Contractor will maintain documentation of meetings to include: meeting times/dates; sign in sheets; agenda and minutes.
- c. The Youth Council will coordinate one (1) county-wide youth event. Examples of county-wide youth events include but are not limited to: environmental prevention projects; ATOD-free activities; and community events.
- d. The Youth Council will serve as a network to the FNL/CL chapters to share information about chapter activities, encourage chapters to support each other and provide opportunities for chapters to collaborate on projects.

D. Training and Technical Assistance

Contractor will provide county-wide and site-specific activities designed to increase FNL/CL youth participants' awareness of alcohol, tobacco and other drug issues, environmental prevention, and increase their skills and ability to address these issues through county-wide and site specific activities. In addition, Contractor will provide training and skill-building assistance to parents and adult advisors of FNL/CL youth participants. Training and Technical Assistance will include the following activities:

1. Intensive orientation and/or training based on the environmental approach to addressing ATOD and related problems. Include:

- a. introduction to environmental approach; strategies and techniques;
  - b. ATOD prevention, alcohol advertising and promotion strategies;
  - c. strategies for change; and
  - d. diversity awareness/community assessment.
- 2. Skill training in the following as appropriate to projects to be determined by the Youth Council:
  - a. letter writing
  - b. event planning
  - c. public speaking
  - d. developing effective action projects
  - e. working with the media
  - f. presentation skills
- 3. Orientation/training for adult advisors on topics such as ATOD prevention, asset mapping, action planning with youth, alcohol advertising, youth development and strategies for change. Contractor's program staff will work with adult advisors on an as needed basis to provide training on one or more of these topics to parents, guardians and concerned community members.

E. Prevention hours of staff availability:

- 1. Provide one thousand nine hundred sixty-six (1,966) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time. The staff available hours are the contracted units of service. Provide the hours as follows:
  - a. Provide one thousand one hundred eighty (1,180) hours of staff availability for the FNL program.
  - b. Provide seven hundred eighty-six (786) hours of staff availability for the CL program.

II. Collaboration and Linkages

Contractor will work collaboratively with the Cabrillo Unified School District School Linked Services Family Resource Center, Pescadero Family Resource Center, Redwood City Family Centers and Samaritan House to improve communication, collaboration, and services provided to the communities served. Contractor will report progress on collaborative efforts in quarterly narrative reports.

III. Environmental Prevention

Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental Prevention Efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other drugs by the general population. Include progress on these efforts in quarterly narrative reports.

IV. NNA Prevention Services Rates of Payment

In full consideration of the alcohol and drug prevention services provided by Contractor, the total amount for NNA prevention services contained in this Exhibit is NINETY THOUSAND DOLLARS (\$90,000) which is comprised of FIFTY FOUR THOUSAND DOLLARS (\$54,000) for FNL Program services and THIRTY SIX THOUSAND DOLLARS (\$36,000) for CL Program services. Consistent with the payment methodology set forth in Attachment 3, the monthly rates of payment are as follows:

- A. County shall pay Contractor FOUR THOUSAND FIFTY DOLLARS (\$4,050) per month for FNL Program services. The monthly rate of payment is determined by withholding 10% of the total contract amount for the FNL Program services and dividing the balance of FORTY EIGHT THOUSAND SIX HUNDRED DOLLARS (\$48,600) into twelve equal payments.
- B. In addition, County shall pay Contractor TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700) per month for CL Program services. The monthly rate of payment is determined by withholding 10% of the total contract amount for the CL Program services and dividing the balance of THIRTY TWO THOUSAND FOUR HUNDRED DOLLARS (\$32,400) into twelve equal payments.
- C. All payments under this Agreement must directly support services specified in this Agreement.



**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>CAROLYN D. CALDWELL</u>		
Name of 504 Person	-	Type or Print
<u>YOUTH LEADERSHIP INSTITUTE</u>	-	<u>246 FIRST ST. SUITE 400</u>
Name of Contractor(s)	-	Street Address or P.O. Box
<u>SAN FRANCISCO CA</u>	-	<u>94105</u>
City	State	Zip Code

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

<u>8/28/02</u>	<u>[Signature] A Sedona</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

YOUTH LEADERSHIP Institute  
Name of Contractor

for  
Friday Night Live / Club Live  
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

James A. Sedore  
Name (Signature)

EXECUTIVE DIRECTOR  
Title

8-28-02  
Date

## **ATTACHMENT 3**

### **Payment Procedures (Flat Rate Contracts) YOUTH LEADERSHIP INSTITUTE July 1, 2002 through June 30, 2003**

#### **1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibits to the Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

#### **2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

#### **3. Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

#### **4. Payments**

- a. County will withhold 10% of the total contract amount, and will divide the balance into twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: Monthly reports of direct services provided in the previous month and monthly bills in accordance with the County billing format.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. The 10% withhold will be kept by County pending year-end settlement, after which a reconciliation shall take place as set forth in the next section of this Attachment.
- e. Any requests for variation, exemption or waiver of the payment procedures set forth in this section 4 of Attachment 3 must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final.

5. **Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

6. **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 County 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.

7. **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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADS) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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.

8. **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.

9. **Procedures in the Event of Non-renewal of Contract**

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.

10. **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.

11. **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 County and reflected in a duly executed Amendment to this Agreement.

**ATTACHMENT 4**  
**Monitoring Procedures**  
**YOUTH LEADERSHIP INSTITUTE**  
**July 1, 2002 through June 30, 2003**

**I. Contractor's Responsibilities**

**A. Reporting Requirements for Alcohol and Drug Prevention Services**

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  - 2. Conduct appropriate interviews/discussions with participants served by Contractor.
  - 3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  - 4. Meet with appropriate program management and operations staff.
  - 5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  - 6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's



program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the or PADS forms to the State of California.

attachment 4 monitoringp arial

## **ATTACHMENT 5**

### **Program Specific Requirements (Flat Rate Agreements) YOUTH LEADERSHIP INSTITUTE**

July 1, 2002 through June 30, 2003

#### **I. General Administrative Requirements**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of 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 Prevention Programs**

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to the following:
  - 1. Sign-in sheets;
  - 2. Activity logs;
  - 3. Documentation of referral criteria, evaluation materials, and reports pertaining to program activities;
  - 4. All documentation necessary to report on progress toward outcome objectives of services as specified in Attachment 4; and

5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys as directed by the Alcohol and Drug Services Administrator or her designee.

III. **Program Certification**

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

A. Program Requirements:

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

B. Underserved Populations Requirements:

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

- 1) Non-English speaking;
  - 2) hearing impaired;
  - 3) physically impaired;
  - 4) gay/lesbian;
  - 5) elderly (for adult services);
  - 6) pregnant women;
  - 7) HIV-positive;
  - 8) persons with a co-occurring disorder; 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. 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.

**D. 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.

E. Governance and Operational Requirements:

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

- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.

**F. 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.
- 4. 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.
- 5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

**IV. Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  - 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  - 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as



the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.

- C. If it is deemed necessary by the Alcohol and Drug Services 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 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 the Human Services Agency 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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

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

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
2. The death by any cause of a person currently receiving services from Contractor's program(s).

3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

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**ATTACHMENT 6**

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

**I. Vendor Identification**

Name of Contractor:

YOUTH LEADERSHIP INSTITUTE

Contact Person:

MAURITEN A. SEDOMEN

Address:

246 FIRST ST. SUITE 400

SAN FRANCISCO, CA 94105

Phone Number:

415-836-9160

Fax Number: 415-836-0071

**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 28 day of August, 2002 at San Rafael  
(City)

James A. Sedomen  
Signature

Name (Please print)

EXECUTIVE DIRECTOR  
Title

68-0184712  
Contractor Tax Identification Number

**ATTACHMENT 7**  
**ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS**

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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)

SAN MATEO COUNTY  
MEMORANDUM

DATE:

TO:

Priscilla Harris Morse

FAX: 363-4864

PONY: EPS 163

FROM:

ESTHER LUCAS

Alcohol and Drug Services

FAX 802-6440

PONY HSA 202 PE

SUBJECT:

Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Youth Leadership Institute

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?: Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Youth development/  
alcohol and drug prevention services

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	2,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	—	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:



Risk Management Signature

Date



**ACORD CERTIFICATE OF LIABILITY INSURANCE**OP 10 RL  
YOUTH-1DATE (MM/DD/YY)  
09/25/02

## PRODUCER

Wightman Insurance Agency  
United Valley Ins. Services  
5353 Scotts Valley Dr. Ste. E  
Scotts Valley CA 95066  
Phone: 831-438-2617 Fax: 831-438-2698

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 Youth Leadership Institute  
Becky Corl  
1115 Third St Ste 5  
San Rafael CA 94901

INSURER A: Riverport Insurance Company  
INSURER B: Everest Indemnity Insurance Co  
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	RP0001762	05/13/02	05/13/03	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
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	RP0001762	05/13/02	05/13/03	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 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 \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3900018573011	06/08/02	06/08/03	<input checked="" type="checkbox"/> WC STATUTORY 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
A	OTHER					
	property section	RP0001762	05/13/02	05/13/03	45,000	250 ded
A	Crime Section	RP0001762	05/13/02	05/13/03	130,000	500 ded

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

Certificate holder named as additional insured with respect to general liability arising out of operations of the named insured

## CERTIFICATE HOLDER

Y ADDITIONAL INSURED; INSURER LETTER:

## CANCELLATION

COSANMA

County of San Mateo  
Alcohol & Drug Services  
400 Harbor Blvd, Building 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

Ken Wightman



AGREEMENT BETWEEN  
COUNTY OF SAN MATEO

AND

***YOUTH EMPOWERING SYSTEMS, INC.***

For the Period of

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

Agency Contact:

***Esther Lucas***

***Human Services Analyst***

***(650) 802-6432***

**FLAT RATE AGREEMENT WITH  
YOUTH EMPOWERING SYSTEMS, INC.  
FOR ALCOHOL AND DRUG SERVICES**

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

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug prevention 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:	State Net Negotiated Amount (NNA) Funded Prevention Services and Rates of Payment for those Services
Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	Payment Procedures
Attachment 4:	Monitoring Procedures
Attachment 5:	Program Specific Requirements
Attachment 6:	Equal Benefits Compliance
Attachment 7:	Additional (NNA) Requirements

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

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug prevention services as set forth in this Agreement, and 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 amount that County shall pay for services rendered under this Agreement shall not exceed FORTY EIGHT THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$48,450) 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 3 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 shall 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 the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, 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 3 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 (15<sup>th</sup>) day of each month.

#### D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of federal, state, or County funds, by providing 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 that 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 10% and 20% of the maximum contract amount.
- b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

F. **Contract Renegotiation**

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 to finalize the agreement by July 1, 2003 subject to receipt of necessary information from the state budget.

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 by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) 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 or any pending change in the limits of liability or of any cancellation or modification of the policy.

B. **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.*

C. **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..... \$ -0-

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**7. Non-Discrimination**

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

**A. Section 504 of the Rehabilitation Act of 1973**

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

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

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

D. Equal Benefits Compliance  
With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions  
1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; 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 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 Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's 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 the 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, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

11. **Compliance with Applicable Laws**

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 Attachment or Exhibit, 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 of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, 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**

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

(1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Drug Services  
400 Harbor Boulevard, Building C  
Belmont CA 94002  
(650) 802-6400

(2) In the case of Contractor, to:  
Youth Empowering Systems, Inc.  
808 Jonive Road  
P.O. Box 1335  
Sebastopol, CA 95473

16. **Outcome Based Management and Budgeting Responsibilities**

**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 Service Agency.

Human Services Agency's (HSA) Responsibilities

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

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

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

ATTEST:

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

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

YOUTH EMPOWERING SYSTEMS, INC.

Wayne Hunnicutt, President  
\_\_\_\_\_  
Name, Title - Print

Wayne Hunnicutt  
\_\_\_\_\_  
Signature

Date: September 24, 2002

Contractor's Tax I.D. # 68-0204619

**EXHIBIT A**  
**PROGRAM DESCRIPTION**  
**YOUTH EMPOWERING SYSTEMS, INC.**

State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention Services  
July 1, 2002 through June 30, 2003

Contractor will provide the following alcohol and drug prevention services at mutually agreed upon locations in San Mateo County.

**I. Prevention Services**

Contractor will provide program development and training for school personnel, students, parents, professionals, and community representatives to address areas that support alcohol and drug prevention services for youth in San Mateo County. Dates for each of these services will be determined in consultation with the Alcohol and Drug Services program liaison.

**A. Community Networking Breakfast Speakers**

Provide the presenters for each of four (4) Community Breakfasts co-sponsored by the Contractor and Alcohol and Drug Services. Presenters will represent "best practices" programs and innovative approaches that have the potential to contribute new ideas to the target audiences.

Format, dates, and content of these events will be determined in coordination with County Alcohol and Drug Services staff. Each event will target sixty (60) participants including health professionals, school personnel, law enforcement, service providers, and community members.

**B. Stress Reduction**

Provide a one (1) day workshop for fifty (50) individuals working with youth (i.e. classroom teachers, school administrators, counselors, Family Resource Center staffs, alcohol and other drug prevention providers, youth workers, probation officers, and health agency representatives). The presenter will be Karen Vadino, M.S.W.

1. Time utilization and humor will be examined as methods for effective stress management. Participants will leave with a personal plan for healthy stress reduction for both themselves and the individuals with whom they interact.

**C. Anger Management**

Provide a one (1) day workshop for fifty (50) individuals working with youth (the target audience includes classroom teachers, school administrators, counselors, Family Resource Center staffs, alcohol and other drug prevention providers, youth workers, probation officers, and health agency representatives). The presenter will be Karen Vadino, M.S.W.

1. Participants will explore the function of anger, feelings underlying anger, and options for effectively dealing with anger in various life situations.

D. **Fostering Success for All Students**

Provide a one (1) day workshop for fifty (50) individuals working with youth (the target audience includes therapists, counselors, Family Resource Center staff, alcohol and other drug prevention providers, school staffs, law enforcement personnel, and agency representatives). The presenter will be Raleigh Philip, M.A.

1. Participants will learn about the impact of various factors on learning and motivation, and ways to create learning environments to foster successful outcomes for all students.

E. **Prevention Hours of Staff Availability**

Provide one thousand two hundred twenty-two (1,222) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

II. **Collaboration and Linkages**

Deliver regional and/or on-site alcohol and other drug use prevention trainings as mutually agreed upon by Contractor and the following Family Resource Centers:

The Family Center (Samaritan House)  
Pescadero Healthy Start Program  
Cabrillo Unified School District School-Linked Services  
Redwood City Family Centers  
Connect Family Center

Each Family Resource Center will provide space and arrange for attendees for any local trainings. Contractor will arrange with El Centro de Libertad to provide trainings to Spanish speaking audiences as appropriate. Contractor will include progress on collaborative efforts in the quarterly narrative reports.

III. **Environmental Prevention**

Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental Prevention Efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other drugs by the general population. Include progress on these efforts in quarterly narrative reports.

IV. **NNA Prevention Services Rates of Payment**

In full consideration of the alcohol and drug prevention services provided by Contractor, the total amount for NNA prevention services contained in this Exhibit is FORTY EIGHT THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$48,450). Consistent with the payment methodology set forth in Attachment 3, the monthly



rate of payment is THREE THOUSAND SIX HUNDRED THIRTY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$3,633.75).

- A. The monthly rate of payment is determined by withholding 10% of the total contract amount and dividing the balance of FORTY THREE THOUSAND SIX HUNDRED FIVE DOLLARS (\$43,605) into twelve equal payments.
- B. All payments under this Agreement must directly support services specified in this Agreement.

YES exhibit a

## 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.

	Wayne Hunnicutt	
Name of 504 Person	Type or Print	
Youth Empowering Systems	P.O. Box 1335	
Name of Contractor(s)	Street Address or P.O. Box	
Sebastopol	CA	95473
City	State	Zip Code

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

9.26.02	, 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

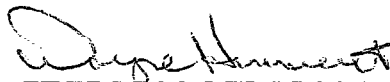
### **FINGERPRINTING COMPLIANCE**

Agreement with

Youth Empowering Systems, Inc.  
Name of Contractor

Alcohol & Drug Prevention  
for  
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, 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/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 candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written 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 results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.



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

President  
\_\_\_\_\_  
Title

September 24, 2002  
\_\_\_\_\_  
Date

## **ATTACHMENT 3**

### **Payment Procedures (Flat Rate Contracts) YOUTH EMPOWERING SYSTEMS, INC. July 1, 2002 through June 30, 2003**

#### **1. General Provisions**

The payments are intended to compensate Contractor for a combination of factors: actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibits to the Agreement, County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

#### **2. Performance Required to Receive Full Payment**

- a. In light of the purposes set forth in the preceding paragraph, County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance, by modality, is below 90% of the number of units set forth in the Exhibit(s).
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

#### **3. Corrective Action Plans**

After six months of the contract term have passed, Contractor shall provide a corrective action plan within thirty (30) days of the end of each month for which a monthly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

#### **4. Payments**

- a. County will withhold 10% of the total contract amount, and will divide the balance into twelve (12) equal monthly payments.
- b. County will pay Contractor's monthly payment upon timely submission of satisfactorily completed documents, as follows: Monthly reports of direct services provided in the previous month and monthly bills in accordance with the County billing format.

- c. To the extent the documentation is final, current, correct, and complete County shall pay Contractor within thirty (30) days of receipt of invoice and supporting documentation.
- d. The 10% withhold will be kept by County pending year-end settlement, after which a reconciliation shall take place as set forth in the next section of this Attachment.
- e. Any requests for variation, exemption or waiver of the payment procedures set forth in this section 4 of Attachment 3 must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make a recommendation to the Director of the Human Services Agency, whose decision will be final.

5. **Year End Settlement**

At the conclusion of each year of the term of this Agreement, a year end settlement and reconciliation will take place as follows:

- a. County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
- b. If Contractor performance by modality for the year is at or above 90% of the contracted service level set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount or Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
- c. If Contractor performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County Alcohol and Drug Services Administrator.

6. **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 County 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.

7. **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. participation fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records, and/or Prevention Activities Data System (PADS) reports as appropriate by program modality;
- e. quarterly revenue, expenditure, and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end cost report;
- l. Addiction Severity Index (ASI) at intake; 3-month and 9-month follow-up; 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.

8. **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.

9. **Procedures in the Event of Non-renewal of Contract**

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.

10. **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.

11. **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 County and reflected in a duly executed Amendment to this Agreement.

**ATTACHMENT 4**  
**Monitoring Procedures**  
**YOUTH EMPOWERING SYSTEMS, INC.**  
**July 1, 2002 through June 30, 2003**

**I. Contractor's Responsibilities**

**A. Reporting Requirements for Alcohol and Drug Prevention Services**

1. Submit to County monthly activity reports for prevention services describing actual delivery of services provided, and Prevention Activities Data System (PADS) reports of monthly demographic information. Submit reports within ten (10) calendar days after the end of each month.
  - a. Submit the annual PADS report, which is a year-end compilation of demographic information reflected on the monthly PADS reports, to the County no later than June 30, 2003.
2. Submit to County the Quarterly Expenses, Revenues and Units of Service Reports outlining expenses made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
3. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service level. Submit quarterly narrative reports by the end of the month following each quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator 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 all pertinent participant records.
  2. Conduct appropriate interviews/discussions with participants served by Contractor.
  3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
  4. Meet with appropriate program management and operations staff.
  5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
  6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's

program(s) at least once during the contract term.

- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the or PADS forms to the State of California.

attachment 4 monitoringp arial

## **ATTACHMENT 5**

### **Program Specific Requirements (Flat Rate Agreements) YOUTH EMPOWERING SYSTEMS, INC.**

July 1, 2002 through June 30, 2003

#### **I. General Administrative Requirements**

- A. Attend each of the following meetings:
  - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
  - 2. Other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:
  - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of 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 Prevention Programs**

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to the following:
  - 1. Sign-in sheets;
  - 2. Activity logs;
  - 3. Documentation of referral criteria, evaluation materials, and reports pertaining to program activities;
  - 4. All documentation necessary to report on progress toward outcome objectives of services as specified in Attachment 4; and

5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys as directed by the Alcohol and Drug Services Administrator or her designee.

III. **Program Certification**

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

A. **Program Requirements:**

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

B. **Underserved Populations Requirements:**

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

- 1) Non-English speaking;
  - 2) hearing impaired;
  - 3) physically impaired;
  - 4) gay/lesbian;
  - 5) elderly (for adult services);
  - 6) pregnant women;
  - 7) HIV-positive;
  - 8) persons with a co-occurring disorder; 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. 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.

D. 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.

E. Governance and Operational Requirements:

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

- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 Code of Federal Regulation (CFR) 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.

**F. 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.
- 4. 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.
- 5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

**IV. Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  - 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  - 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as

the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.

- C. If it is deemed necessary by the Alcohol and Drug Services 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 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 the Human Services Agency 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 County Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

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

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
2. The death by any cause of a person currently receiving services from Contractor's program(s).

3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.

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**ATTACHMENT 6**

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

**I. Vendor Identification**

Name of Contractor: Youth Empowering Systems, Inc.  
Contact Person: Wayne Hunnicutt  
Address: P.O. Box 1335  
Sebastopol, CA 95473  
Phone Number: 707.874.0125 Fax Number: 707.874.0129

**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 26th day of September, 2002 at Sebastopol  
(City)

Wayne Hunnicutt Wayne Hunnicutt  
Signature Name (Please print)

President 68-0204619  
Title Contractor Tax Identification Number

## **ATTACHMENT 7 ADDITIONAL NEGOTIATED NET AMOUNT (NNA) REQUIREMENTS**

The first Amendment to the County's state 2001-2005 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, Exhibit B, Paragraph V)
7. 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)



SAN MATEO COUNTY  
MEMORANDUM

DATE: 6-13-02

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM: ESTHER LUCAS FAX 802-6440 PONY HSA 202 PE  
Alcohol and Drug Services

SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: YOUTH EMPOWERING SYSTEMS, INC.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?: YES

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:  
Alcohol and drug prevention training services.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	2,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	=	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse 6-13-02  
Risk Management Signature Date

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
05/14/2002

<b>PRODUCER</b> GENE GAFFNEY INSURANCE SERVICES INC P O BOX 428 OCCIDENTAL CA 95465-0428 707-874-2666		<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 EMPOWERING SYSTEMS, INC. P O BOX 1335 SEBASTOPOL CA 95473-1335		
		<b>INSURERS AFFORDING COVERAGE</b>
		INSURER A: TRAVELERS 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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	X-660-426X5299-TCT-02	06/24/2002	06/24/2003	EACH OCCURRENCE - \$ 1,000,000
	FIRE DAMAGE (Any one fire) \$ 50,000				
	MED EXP (Any one person) \$ 5,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	GENERAL AGGREGATE \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 3,000,000
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	X-660-426X5299-TCT-02	06/24/2002	06/24/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b>				

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

Certificate Holder is named as additional Insured:  
cc: Emily Garfield  
#4 Maywood Lane  
Menlo Park CA 94025

<b>CERTIFICATE HOLDER</b> <input checked="" type="checkbox"/> <b>ADDITIONAL INSURED; INSURER LETTER: A</b>	<b>CANCELLATION</b>
County of San Mateo, Prevention and Early Intervention Services 400 Harbor Blvd. Building B Belmont CA 94002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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: <i>Emily M. Gaffney</i>



P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 08-10-02

POLICY NUMBER: 1654070 - 02  
CERTIFICATE EXPIRES: 08-10-03

COUNTY OF SAN MATEO  
ALCOHOL & DRUG SERVICES  
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 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.

*Kenneth C. Bollier*  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

2002 JUL 26 PM 3:13  
HUMAN SERVICES AGENCY  
ALCOHOL & DRUG SERVICES

EMPLOYER

LEGAL NAME

YOUTH EMPOWERING SYSTEMS  
P O BOX 1335  
SEBASTOPOL CA 95472

YOUTH EMPOWERING SYSTEMS AND  
(A NON-PROFIT PUBLIC BENEFIT CORP)

PRINTED: 07-17-02

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