



**AN AGREEMENT BETWEEN
COUNTY OF SAN MATEO**

AND

AVALON COUNSELING SERVICES

For the Period of

July 1, 2002 through June 30, 2003

Agency Contact:

Jane Marks

Human Services Analyst

(650) 802-6418

**FLAT RATE AGREEMENT WITH
AVALON COUNSELING SERVICES
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and AVALON COUNSELING 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 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: County Funded Services and Rates of Payment for Those Services

Exhibit B: Outcome Based Management (OMB) and Budgeting Responsibilities

Attachment 1: Compliance with Section 504

Attachment 2: Fingerprinting Compliance

Attachment 3: HIV/AIDS Services

Attachment 4: Payment Procedures

Attachment 5: Monitoring Procedures

Attachment 6: Program Specific Requirements

Attachment 7: Equal Benefits Compliance

Attachment 8: Additional 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 the County shall pay for services rendered under this Agreement shall not exceed THIRTY-TWO THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS (\$32,853) 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 Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

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

a. Contractor will notify 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 re-negotiation of the Agreement.

F. Contract Re-negotiation

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

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

To the extent that this Agreement provides for treatment 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 treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

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

5. Hold Harmless

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

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

6. Insurance

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

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 any one 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>\$1,000,000</u>

County and its offers, 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 the employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions

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

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

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

- a. Examine Contractor's employment records with respect to compliance with this paragraph; and/or
- b. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

8. Child Abuse Prevention, Reporting and Fingerprinting Requirements

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, County probation department if designated by the County to receive mandated reports, or the County welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

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

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

C. Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual, which would compromise the safety of persons with whom that

individual has contact. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

9. Assignment 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 Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of 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 alternation 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 agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

14. Term and termination of the Agreement

A. Subject to compliance with all terms and conditions 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, 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 State 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

(2) In the case of Contractor, to:
Avalon Counseling Services
611 Veterans Blvd., Suite 116
Redwood City, CA 94063

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

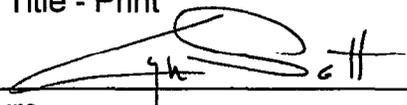
ATTEST:

Clerk of Said Board

Date: _____

AVALON COUNSELING SERVICES

LYN SCOTT, EXECUTIVE DIRECTOR
Name, Title - Print


Signature

Date: 12/19/02

EXHIBIT A (Flat Rate Agreement)
County Funded Alcohol and Drug Treatment Services and Payments
AVALON COUNSELING SERVICES
July 1, 2002 through June 30, 2003

Contractor will provide the following County 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 provide alcohol and drug treatment services that are culturally and language appropriate to the population identified in Contractor's treatment expansion proposal. Contractor will admit San Mateo County residents to available alcohol and drug treatment services on a priority basis: all San Mateo County residents will have priority for admission over all other people who are waiting to be admitted to Contractor's County funded treatment programs. Contractor will provide services to individuals, hereinafter called "program participants", who meet Alcohol and Drug Services treatment criteria, as follows:

I. COUNTY FUNDED NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. County Nonresidential Alcohol and Drug Treatment Units of Service:

1. Admit to Contractor's County nonresidential alcohol and drug treatment program a minimum of ten (10) program participants. Provide a total of four hundred eighty (480) hours of County nonresidential alcohol and drug treatment services to be allocated by Contractor.
2. Contractor will provide six hundred twenty (620) hours of staff availability dedicated to County nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

B. County Nonresidential Alcohol and Drug Treatment Services:
Contractor's basic County nonresidential alcohol and drug treatment program shall include:

1. Intake, assessment (using the Addiction Severity Index, [ASI]), recovery planning and relapse prevention, and follow-up at 3 months and 9 months after intake for each program participant.

2. Ninety (90) minute psycho education classes, with the primary theme of alcohol and drug recovery, will be held weekly by staff or interns with related skills. Client urine samples may be collected and sent to an outside lab for processing.
3. Provide toxicity screening. In order to determine test frequency, Contractor will work with the referring party and other agencies having some oversight over the program participant (e.g. Probation). Unless required by the referring party, positive drug screen results will not result in termination from the program. Instead this information will be used to help decide, or change, level of service or the addiction intake service.
4. A ninety (90) minute intake and assessment interview will take place for each client within a five (5) work day period.
5. Reassessment will occur throughout the program to determine progress.
6. Case management will be provided for each program participant on an as needed basis.
7. At a minimum, the treatment plan will be reviewed at midpoint (6 weeks) and as needed (e.g. relapse, stressful situations, etc.).
8. Exit planning and how to cope with transition will be discussed in education classes and processed through group counseling. Individual counseling sessions will be used to develop each program participant's goals for exiting the program, transition to other services, or cessation of further structured activities.
9. Contractor will make available a peer or volunteer-led topic oriented group for continuing care. "Twelve-step" services will also be made available to all program participants.

C. County Funded Nonresidential Alcohol and Drug Payment Rates:
In full consideration of the County funded nonresidential alcohol and drug treatment services provided by Contractor, the maximum contract obligation for County funded nonresidential alcohol and drug treatment services contained in this Exhibit is THIRTY-TWO THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS

(\$32,853.00). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is TWO THOUSAND SEVEN HUNDRED THIRTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS (\$2,737.75).

1. The maximum rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate is determined by dividing the maximum contract obligation by the contracted hours of staff availability ($\$32,853$ divided by $620 = \$52.98$ per hour of staff availability).

Avalon ExA Flat Rate 02.doc

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

I. Contractor's Responsibilities

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

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

II. Human Services Agency's (HSA) Responsibilities

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

ATTACHMENT 1

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

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

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

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

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

- a. employs fewer than 15 persons.

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

LYN SCOTT

Name of 504 Person - Type or Print

AVALON COUNSELING SERVICES 611 VETERANS BOULEVARD, SUITE 116

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

REDWOOD CITY

CA

94063

City

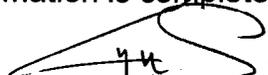
State

Zip Code

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

12/19/02

Date

 Lyn Scott, Executive Director

Signature and Title of Authorized Official

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

ATTACHMENT 2

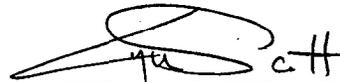
FINGERPRINTING COMPLIANCE

Agreement with
AVALON COUNSELING SERVICES
Name of Contractor

For

Alcohol and Drug Treatment Services
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.



Name (Signature)

Executive Director

Title

12/19/02

Date

Revised 7/26/02

attach2.doc

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

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

ATTACHMENT 4 (Flat Rate Agreement)
Payment Procedures
AVALON COUNSELING 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 Exhibit(s) to the Agreement, the 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 contracted number of units set forth in the Exhibit.
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

3. Corrective Action Plans

After six (6) 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 pay Contractor the total contract amount in 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. In the event Contractor is not in compliance with the performance standards set forth in paragraph 2 above based upon Contractor's six months performance data as of December 31, 2002 County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.
- e. Any withhold will be held by County pending year-end settlement, after which a reconciliation shall take place as set forth in section 5 of this Attachment.
- f. However, if, based on Contractor's performance, the County determines that Contractor will be unable to meet the performance standards set forth in paragraph 2 above during the term of this Agreement, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider of the same service.
- g. Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make recommendation to the Director of the Human Services Agency, whose decision will be final. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.

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. The 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's performance by modality for the year is at or above 90% of the contracted service levels 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 of 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's 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 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. participant 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 after intake; and
- m. capacity/utilization report to the state.

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

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 Agreement

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

- a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- b. Federal, state, or county government complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

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

ATTACHMENT 5 (Flat Rate Agreement)
Monitoring Procedures
AVALON COUNSELING SERVICES
July 1, 2002 through June 30, 2003

I. Contractor's Responsibilities

- A. Reporting Requirements for Alcohol and Drug Treatment Services.
1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits. 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 flat rate treatment.doc

ATTACHMENT 6 (Flat Rate Agreement)
Program Specific Requirements
AVALON COUNSELING SERVICES
July 1, 2002 through June 30, 2003

I. GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Attend each of the following meetings:
 - 1. monthly Alcohol and Drug Treatment Provider meetings;
 - 2. other meetings as required by the County.

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

- C. Subcontracting requirements:
 - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of Human Services or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS

- A. Maintain alcohol and drug treatment program participant records that include the following:
 - 1. CADDs form;
 - 2. intake form;
 - 3. signed fee determination;
 - 4. re-determination of fee every twelve (12) months (except for residential treatment);
 - 5. medical history;
 - 6. social history;
 - 7. alcohol and drug history;
 - 8. presenting problem;

9. completed Addiction Severity Index (ASI);
10. recovery plan;
11. progress notes;
12. closure summary/discharge plan;
13. documented quarterly review by consultant/supervisor;
14. signed release of information as required;
15. signed consent to treatment; and
16. signed confidentiality agreement.

- B. Administer the ASI to all adult treatment program participants who were not assessed via an ASI within thirty (30) days prior to admission to Contractor's program(s), and as specified in the March 28, 2000 Addiction Severity Index memo and any addendum thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Program Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractors alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

III. PROGRAM CERTIFICATION

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

- A. Program Requirements:
 1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;

2. make use of available community resources, including recreational resources;
3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to 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 Contractors 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 (NNA) 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 programs 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 programs treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
- c. Program eligibility standards and policies and procedures for admission to and termination from the program.
- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable 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.

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 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.

V. **UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561, of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to 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: AVALON COUNSELING SERVICES
Contact Person: LYN SCOTT
Address: 611 VETERANS BOULEVARD, SUITE 116
REDWOOD CITY, CA 94063
Phone Number: 650/364-0552
Fax Number: 650/299-1714

II. Employees

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

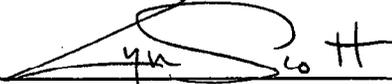
* If the answer to one or both of the above is no, please skip to Section IV.*

III. Equal Benefits Compliance (Check one)

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

IV. Declaration

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

 LYN SCOTT
Signature Name (Please print)
EXECUTIVE DIRECTOR 12/19/02
Title Date

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

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

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)

2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
 - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

 - B. No state funds received under this contract will be used to assist, promote or deter union organizing.

 - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.

 - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

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

3. Confidentiality of Information:

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

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

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

4. Nondiscrimination in Employment:

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

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

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

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

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
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 14, 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: Avalon Counseling Services (Lyn Scott)

DOES CONTRACTOR TRAVEL?
Not as part of the contract.

DUTIES:
Provide nonresidential alcohol and drug treatment services. Lyn Scott is the only "employee", all others are contractors.

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Liability	\$1m	✓		
<input checked="" type="checkbox"/> Additional Insured Premises Liab.				
Automobile Liability			✓	
Professional Liability	\$5M	✓		
Workers' Compensation			✓	
<input checked="" type="checkbox"/> No employees				

Remarks/Comments:

Signature: Priscilla Morse
Risk Management

Insurance Request Form.doc



AN AGREEMENT BETWEEN

COUNTY OF SAN MATEO

AND

FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.

For the Period of

July 1, 2002 through June 30, 2003

Agency Contact:

Jane Marks

Human Services Analyst

(650) 802-6418

**FLAT RATE AGREEMENT WITH
FAMILY AND COMMUNITY ENRICHMENT 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 FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug 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:	CalWORKs Mental Health and Substance Abuse Allocation Funded Women's Day Treatment Services and Rates of Payment for those Services
Exhibit B:	State Aid Public Safety Funded North County Drop-Off Center 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 FIVE HUNDRED SIXTY THOUSAND FORTY-NINE DOLLARS (\$560,049) 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 (15th) 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:
Family and Community Enrichment Services, Inc.
610 Elm Street, Suite 212
San Carlos, CA 94070

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: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

FAMILY AND COMMUNITY ENRICHMENT
SERVICES, INC.

PETE NANNARONE
INTERIM DIRECTOR

Name, Title - Print

Pete Nannarone

Signature

Date: 12-26-02

EXHIBIT A (Flat Rate Agreement)
CalWORKs Mental Health and Substance Abuse Allocation Funded
Women's Day Treatment Services and Rates of Payment
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.
July 1, 2002 through June 30, 2003

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

I. CalWORKs WOMEN'S DAY TREATMENT SERVICES

Contractor's CalWORKs women's day treatment program known as the "Womens Enrichment Center" will comply with all State and Federal policies and guidelines as they pertain to the program. Contractor's program will include the following services:

- A. CalWORKs Women's Day Treatment Units of Service:
Admit to Contractor's CalWORKs Women's Enrichment Center program a minimum of fifty-five (55) women program participants who are CalWORKs recipients. Provide a total of two thousand six hundred (2,600) treatment visit days. In order to be eligible for these services, program participants must be referred through the CalWORKs assessment process due to mental health and/or substance abuse treatment needs.

- B. CalWORKs Women's Day Treatment Services:
Provide women's day treatment services through the Women's Enrichment Center at Contractor's program site.
 - 1. Provide an intensive day treatment program for women referred through the CalWORKs assessment process due to mental health and/or substance abuse treatment needs. The intensive day treatment program will include:
 - a. Intake, assessment (using the Addiction Severity Index [ASI]), case management, linkage to supportive services, and follow-up at 3 months and 9 months after intake for each program participant.
 - b. Provide an eight week basic program to four consecutive groups of women program participants. Provide the program

a total of five and one-half (5 2) hours per day, five (5) days per week for a total of forty (40) weeks. Each eight (8) week basic program will include:

- 1) Treatment groups co-facilitated by mental health and substance abuse professionals. Treatment groups include:
 - a) substance abuse treatment;
 - b) emotional regulation and skill building;
 - c) emotional process;
 - d) relapse prevention, cravings management; and
 - e) aftercare/case management

- 2) Psycho-educational groups include:
 - a) parenting;
 - b) substance abuse and the family;
 - c) substance abuse education;
 - d) HIV/AIDS education;
 - e) life skills training;
 - f) domestic violence and trauma education;
 - g) self care, stress reduction and wellness; and
 - h) nutrition education

- 3) Individual therapy

2. Case Management and Supportive Services:

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

a. Case Management:

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

b. Supportive Services:

Supportive services will include:

- 1) transportation to and from basic program services for program participants; and
- 2) childcare for children of individuals participating in program activities

c. Aftercare Services:

Aftercare services will include:

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

II. CalWORKs WOMEN'S DAY TREATMENT SERVICES RATES OF PAYMENT

In full consideration of services provided by Contractor, the maximum contract obligation for CalWORKs Women's Day Treatment Services contained in this Exhibit is THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$385,000) for the term of the Agreement. Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is THIRTY-TWO THOUSAND EIGHTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$32,083.33).

- A. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
- B. The visit day rate of payment is determined by dividing the maximum contract obligation by the contracted number of visit days (\$385,000 divided by 2,600 = \$148.07 per visit day).

EXHIBIT B (Flat Rate Agreement)

State Aid Public Safety Funded North County Drop-Off Center Services and Rates of Payment FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC. July 1, 2002 through June 30, 2003

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

I. FIRST CHANCE NORTH DROP-OFF CENTER SERVICES

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

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

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

2. Hours of Staff Availability:

Provide four thousand nine hundred eighty-six(4,986) hours of staff availability dedicated to First Chance North Drop-Off Center direct program services, preparation time, and record keeping time.

3. Provide services described in Section I of Exhibit B to five hundred fifty-eight (558) individuals participating in the program, for an average of eight (8) hours per participant. Each participant will be allowed to remain in the drop-off center for a minimum of four (4) hours and a maximum of eighteen (18) hours after being admitted.

II. FIRST CHANCE NORTH DROP-OFF CENTER GOAL AND OBJECTIVES

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

Objective 1: Conduct substance abuse assessments with seventy-five percent (75%) of clients admitted to the program.

Objective 2: Make available substance abuse and HIV/AIDS information and other educational materials to all clients.

Objective 3: Facilitate successful referrals for ten percent (10%) of all clients.

III. FIRST CHANCE NORTH DROP-OFF CENTER RATES OF PAYMENT

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

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

Committee. The County shall act as fiscal agent for these contributions.

- B. County payment to Contractor is determined by dividing County's entire fiscal obligation into two (2) payments. County shall remit payments to Contractor upon receipt of invoices from Contractor, one (1) upon execution of this Agreement and one (1) on January 1, 2003. County shall pay Contractor two payments of EIGHTY-SEVEN THOUSAND, FIVE HUNDRED TWENTY-FOUR DOLLARS AND FIFTY CENTS (\$87,524.50), not to exceed a maximum contract obligation of ONE HUNDRED SEVENTY-FIVE THOUSAND FORTY-NINE DOLLARS (\$175,049) for the term of the Agreement.
- C. In addition, County shall receive contributions for support of the First Chance North Drop-Off Center from the nine (9) jurisdictions described in Section III. A. of Exhibit B. All contributions received by County from Cities, Township, and Airport will be deposited by County into a trust fund established for this purpose, and remitted to Contractor no more than sixty (60) days after receipt.
 - 1. These funds are in addition to the County's contribution of ONE HUNDRED SEVENTY-FIVE THOUSAND FORTY-NINE DOLLARS (\$175,049) and County is merely passing them through to Contractor.
- D. All payments under this Agreement must directly support services specified in this Agreement.

FACES drop off Exhibit B.doc

ATTACHMENT 1

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

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

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

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

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

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

Lillian Doherty

Name of 504 Person		Type or Print	
<u>FACE, Inc.</u>		<u>610 Elm #212</u>	
Name of Contractor(s)	Type or Print	Street Address or P.O. Box	
<u>San Carlos</u>	<u>CA</u>	<u>94070</u>	
City	State	Zip Code	

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

<u>12-26-02</u>	<u>[Signature]</u>	<u>INTERIM DIRECTOR</u>
Date	Signature and Title of Authorized Official	

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

ATTACHMENT 2

FINGERPRINTING COMPLIANCE

Agreement with

Family And Community Enrichment Services (FACES)

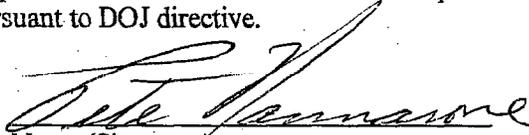
Name of Contractor

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)

INTERIM DIRECTOR
Title

12-26-02
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 (Flat Rate Agreement)
Payment Procedures
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.
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 pay Contractor the total contract amount in 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. In the event Contractor is not in compliance with the performance standards set forth in paragraph 2 above based upon Contractor's six months performance data as of December 31, 2002, County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.
 - e. Any withhold will be held by County pending year-end settlement, after which a reconciliation shall take place as set forth in section 5 of this Attachment.
 - f. However, if, based on Contractor's performance, County determines that Contractor will be unable to meet the performance standards set forth in paragraph 2 above during the term of this contract, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider of the same service.
 - g. Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment 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. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.
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 All Services

1. Final Settlement Payment

Final settlement payment for services provided under Exhibits A and 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.

2. Required Fiscal Documentation

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

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

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 5 (Flat Rate Agreement)
Monitoring Procedures
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.
July 1, 2002 through June 30, 2003

I. Contractor's Responsibilities

A. Reporting Requirements for Alcohol and Drug Treatment Services

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits. 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 (Flat Rate Agreement)
Program Specific Requirements)
FAMILY AND COMMUNITY ENRICHMENT 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. 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: FACES, Inc.
Contact Person: Lillian Doherty
Address: 610 Elm #212
SAN CARLOS, CA 94070
Phone Number: 650 591 9623 Fax Number: 650 591 9750

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 DECEMBER, 2002 at SAN CARLOS
(City)

Pete Nannarone
Signature

PETE NANNARONE
Name (Please print)

INTERIM DIRECTOR
Title

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: June 10, 2002

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

CONTRACTOR: Family and Community Enrichment Services, Inc.

DOES CONTRACTOR TRAVEL?

Yes

DUTIES:

Provide nonresidential alcohol and drug treatment services.

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

Remarks/Comments:

Signature: Priscilla Morse
Risk Management

Insform.wp

ACORD CERTIFICATE OF LIABILITY INSURANCE OP ID RL DATE (MM/DD/YY)
 FAMI-11 04/24/02

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

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

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

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate Holder is named as Additional Insured/Funding Source with respects to the operations of the Named Insured.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

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

[Signature]



AN AGREEMENT BETWEEN

COUNTY OF SAN MATEO

AND

HORIZON SERVICES, INC.

For the Period of

July 1, 2002 through June 30, 2003

Agency Contact:

Jane Marks

Human Services Analyst

(650) 802-6418

**FLAT RATE AGREEMENT WITH
HORIZON SERVICES, INC.
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and HORIZON 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 Negotiated Net Amount (NNA) Funded Services and Rates of Payment for Those Services |
| Exhibit B: | Outcome Based Management (OMB) and Budgeting Responsibilities |
| Attachment 1: | Compliance with Section 504 |
| Attachment 2: | Fingerprinting Compliance |
| Attachment 3: | HIV/AIDS Services |
| Attachment 4: | Payment Procedures |
| Attachment 5: | Monitoring Procedures |
| Attachment 6: | Program Specific Requirements |
| Attachment 7: | Equal Benefits Compliance |
| Attachment 8: | Additional NNA Requirements |

2. Services to be Performed by Contractor

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug 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 the County shall pay for services rendered under this Agreement shall not exceed FIVE HUNDRED SIXTY-ONE THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS (\$561,474) 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 Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

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

a. Contractor will notify 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 re-negotiation of the Agreement.

F. Contract Re-negotiation

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

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

To the extent that this Agreement provides for treatment 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 treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and

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

5. Hold Harmless

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

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

6. Insurance

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

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 any one 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>\$1,000,000</u>

County and its offers, 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 the employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions

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

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

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

- a. Examine Contractor's employment records with respect to compliance with this paragraph; and/or
- b. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair

Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

8. Child Abuse Prevention, Reporting and Fingerprinting Requirements

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, County probation department if designated by the County to receive mandated reports, or the County welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

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

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

C. Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual, which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

9. Assignment 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 Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of 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 alternation 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 agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

14. Term and termination of the Agreement

A. Subject to compliance with all terms and conditions 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, 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
- (2) In the case of Contractor, to:
Horizon Services, Inc.
P.O. Box 4217
Hayward, CA 94540

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

Horizon Services, Inc.

KEITH LEWIS, EXECUTIVE DIRECTOR
Name, Title Print

Signature

Date: 12-17-02

EXHIBIT A (Flat Rate Agreement)

**State Negotiated Net Amount (NNA) Funded
Alcohol and Drug Treatment Services and Payments
HORIZON SERVICES, INC.
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 San Mateo County residents to available alcohol and drug detoxification services on a priority basis: 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. Contractor will provide the following services:

I. NNA RESIDENTIAL DETOXIFICATION AND POST-DETOXIFICATION SERVICES

Contractor will operate a social model detoxification and a social model post-detoxification program. The maximum length of stay in a social model detoxification and post-detoxification program is twenty-one (21) days without prior approval of the Alcohol and Drug Services Manager. Maximum length of stay is the maximum amount of time the County will fund treatment services, per individual, per modality.

A. NNA On-going Detoxification Units of Service:

1. Admit to Contractor's NNA on-going detoxification program a minimum of nine hundred ninety-nine (999) program participants. Provide a total of four thousand four hundred ninety-seven (4,497) days of NNA residential alcohol and drug detoxification services to be allocated by Contractor.
2. Program participants will stay at the program an average of three (3) to five (5) days and no longer than twenty-one (21) days.

B. NNA On-going Post-detoxification Units of Service:

1. Admit to Contractor's NNA on-going post detoxification program a minimum of ninety-five (95) post-detoxification program participants. Provide a total of six hundred sixty-eight (668) days of NNA residential alcohol and drug post-detoxification services to be allocated by Contractor.
2. Program participants will stay at the program an average of six and one-half (6 ½) days and no longer than twenty-one (21) days.

C. NNA Detoxification Services:

The following services are part of Contractor's basic NNA detoxification services:

1. Contractor will accept individuals who are self-referred or referred by their families, hospital emergency rooms, law enforcement agencies, mental health clinics, Alcoholic Anonymous, Narcotics Anonymous, or other community groups or agencies.
2. Provide program participants with alcohol and drug education classes, including video presentations. Each program participant will be provided a minimum of three (3) alcohol and drug education classes.
3. Provide referral services to program participants who would benefit from continuing alcohol and drug recovery services following detoxification. A referral is defined as a direct contact between the referred program participant and the agency/program to which the program participant is referred. The goal will be to refer fifty percent (50%) of admissions, or five hundred (500) individuals, to on-going post-detoxification continuum of treatment services.
4. Provide transportation to all program participants as needed. This will include transporting program participants to on-going treatment programs, to and from medical appointments and/or other agencies when required, and to and from Alcoholics Anonymous and Narcotics Anonymous meetings.
5. Provide a volunteer program consisting of approximately ten (10) volunteers who will be trained by Palm Avenue staff and will provide one thousand (1,000) volunteer hours for the program.
6. Develop alternative funding sources by:
 - a. Sponsoring a minimum of three (3) fundraising events.
 - b. Increasing participant fee collections from program participants who are able to pay.

- c. Actively undertaking the following:
 - 1) Contracting with unions and employers.
 - 2) Billing third-party payers.
 - 3) Billing Health Maintenance Organizations that refer their members to Palm Avenue.
 - 4) Billing any alcohol/drug service provider who uses Palm Avenue as part of a treatment package for paying program participants.

D. NNA Post-detoxification Services:

- 1. Contractor will accept individuals from the Palm Avenue detoxification program, from the BASN project, or from other sources who are waiting for bed space at an approved continuing alcohol/drug treatment program into which they have been accepted. Contractor will utilize the Addiction Severity Index (ASI) for evaluation and outcome based management data for all post-detoxification program participants. Contractor will not accept individuals who have means to provide supportive housing for themselves. Additional admission criteria include:
 - a. Residents must be willing to assist Palm Avenue staff by performing small assigned tasks each day.
 - b. Residents must be willing to participate in individual counseling sessions with a staff counselor or alternate.
 - c. Residents must be willing to participate in all scheduled residential program activities.
- 2. Provide appropriate post-detoxification services including: individual and group counseling, alcohol and drug abuse information and education, and orientation into Alcoholics Anonymous and Narcotics Anonymous.
- 3. Provide referral service to program participants. A referral is defined as a direct contact between the referred program participant and the agency/program to which the program participant is referred. The goal will be to refer ninety percent (90%) of admissions, or eighty-six (86) individuals,

to on-going services or places in an on-going treatment program.

4. Provide transportation to all program participants as needed. This will include transporting program participants to on-going treatment programs, and to and from medical appointments and/or other agencies, and to and from Alcoholics Anonymous and Narcotics Anonymous meetings when required.

E. Rates of Payment:

In full consideration of the NNA services provided by Contractor, the maximum contract obligation for NNA funded detoxification services contained in this Exhibit is of FIVE HUNDRED SIXTY-ONE THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS (\$561,474.00). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is FORTY-SIX THOUSAND SEVEN HUNDRED EIGHTY-NINE DOLLARS AND FIFTY CENTS (\$46,789.50).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate for bed days is determined by dividing the maximum contract obligation by the number of contracted bed days (\$561,474 divided by 5,165 = \$108.70 per bed day).

EXHIBIT B
Outcome Based Management and Budgeting Responsibilities
HORIZON SERVICES, INC.
July 1, 2002 through June 30, 2003

I. Contractor's Responsibilities

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

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

II. Human Services Agency's (HSA) Responsibilities

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

ATTACHMENT 1

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

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

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

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

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

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

LINDA MOISOFF
Name of 504 Person - Type or Print

HORIZON SERVICES, INC PO BOX 4217
Name of Contractor(s) - Type or Print Street Address or P.O. Box

Hayward CA 94540
City State Zip Code

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

12-20-02 [Signature] 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
HORIZON SERVICES, INC.
Name of Contractor

For

Alcohol and Drug Treatment Services
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

CHEITH LEWIS
Name (Signature)
EXECUTIVE DIRECTOR
Title
12-17-02
Date

Revised 7/26/02

attach2.doc

ATTACHMENT 3
HIV/AIDS Services
HORIZON SERVICES, INC.
July 1, 2002 through June 30, 2003

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

ATTACHMENT 4 (Flat Rate Agreement)
Payment Procedures
HORIZON SERVICES, 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 Exhibit(s) to the Agreement, the 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 contracted number of units set forth in the Exhibit.
- b. The 10% service variance is based upon each modality and is not an overall contract variance.

3. Corrective Action Plans

After six (6) 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 pay Contractor the total contract amount in 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. In the event Contractor is not in compliance with the performance standards set forth in paragraph 2 above based upon Contractor's six months performance data as of December 31, 2002 County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.
- e. Any withhold will be held by County pending year-end settlement, after which a reconciliation shall take place as set forth in section 5 of this Attachment.
- f. However, if, based on Contractor's performance, the County determines that Contractor will be unable to meet the performance standards set forth in paragraph 2 above during the term of this Agreement, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider of the same service.
- g. Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make recommendation to the Director of the Human Services Agency, whose decision will be final. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.

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. The 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 Contractors performance by modality for the year is at or above 90% of the contracted service levels 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 of 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 Contractors 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 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. participant 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 after intake; and
- m. capacity/utilization report to the state.

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

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 Agreement

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

- a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- b. Federal, state, or county government complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

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

ATTACHMENT 5 (Flat Rate Agreement)
Monitoring Procedures
HORIZON SERVICES, INC.
July 1, 2002 through June 30, 2003

I. Contractor's Responsibilities

A. Reporting Requirements for Alcohol and Drug Treatment Services.

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits. 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 flat rate treatment 10-24-02.doc

ATTACHMENT 6 (Flat Rate Agreement)
Program Specific Requirements
HORIZON SERVICES, INC.
July 1, 2002 through June 30, 2003

I. GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Attend each of the following meetings:
 - 1. monthly Alcohol and Drug Treatment Provider meetings;
 - 2. other meetings as required by the County.

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

- C. Subcontracting requirements:
 - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of Human Services or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS

- A. Maintain alcohol and drug treatment program participant records that include the following:
 - 1. CADDs form;
 - 2. intake form;
 - 3. signed fee determination;
 - 4. re-determination of fee every twelve (12) months (except for residential treatment);
 - 5. medical history;
 - 6. social history;
 - 7. alcohol and drug history;
 - 8. presenting problem;

9. completed Addiction Severity Index (ASI);
 10. recovery plan;
 11. progress notes;
 12. closure summary/discharge plan;
 13. documented quarterly review by consultant/supervisor;
 14. signed release of information as required;
 15. signed consent to treatment; and
 16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed via an ASI within thirty (30) days prior to admission to Contractor's program(s), and as specified in the March 28, 2000 Addiction Severity Index memo and any addendum thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Program Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

III. **PROGRAM CERTIFICATION**

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

- A. Program Requirements:
1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;

2. make use of available community resources, including recreational resources;
3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to 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 Contractors 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 (NNA) 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 programs 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 programs treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
- c. Program eligibility standards and policies and procedures for admission to and termination from the program.
- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable 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.

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 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.

V. UNUSUAL INCIDENTS POLICY

Contractor shall comply with Title 9, Section 10561, of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to 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: HORIZON SERVICES, INC
Contact Person: JAN MARKWART
Address: 2595 Depot Rd.
Hayward CA 94545
Phone Number: 510 784-5865
Fax Number: 510 785-8485

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.

 KEITH LEWIS
Signature Name (Please print)
EXECUTIVE DIRECTOR 12-20-02
Title Date

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

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

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)

2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
 - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

 - B. No state funds received under this contract will be used to assist, promote or deter union organizing.

 - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.

 - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

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

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

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

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

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

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

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
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: October 8, 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: Horizon Services, Inc.

DOES CONTRACTOR TRAVEL? Yes

DUTIES:
Provides residential social model detoxification services.

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

Remarks/Comments:

Signature: Priscilla Morse
Risk Management

Insurance Request Form.doc

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SE
HORI-13
DATE (MM/DD/YYYY)
10/01/02

PRODUCER

(WC) Heffernan Insurance Brkrs
1350 Carlback Ave, Suite 200
Walnut Creek CA 94596
Phone: 925-934-8500 Fax: 925-934-8278

INS

Horizon Services, Inc.
Jan Markwart, Operations Dir
2595 Depot Road
Hayward CA 94545

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 Insurance Company	NAIC #
INSURER B:	State Fund	
INSURER C:	Westport Insurance Corp.	
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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BINDER	10/01/02	10/01/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
C	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	BINDER/LIMIT \$3MIL	10/01/02	10/01/03	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional Liab				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> Directors & Offic	MNP00096757216/\$3MIL	11/18/01	11/18/02	GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				emp. benft 3,000,000
A	AUTOMOBILE LIABILITY	BINDER	10/01/02	10/01/03	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 checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> Comp Ded \$500				
	<input checked="" type="checkbox"/> Coll Ded \$1,000				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
A	EXCESS/UMBRELLA LIABILITY	BINDER	10/01/02	10/01/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	159565802	10/01/02	10/01/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property Coverage	BINDER	10/01/02	10/01/03	BPP 226,000
					Equipment \$80,000

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

RE: The certificate holder is named as additional insured per the attached endorsement. * 10 days notice for non payment of premium.

CERTIFICATE HOLDER

San Mateo County
Human Services Agency
400 Harbor Blvd, Bldg C
Belmont, CA 94002

SANMA-1

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

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: BINDER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization show in the Schedule, but only with respect to Liability arising out of "your work" for that insured by or for you.

Named Insured: Horizon Services, Inc. Jan Markwart, Operations Dir

SCHEDULE

Any and all additional insureds are included as required by written contract or agreement.



AN AGREEMENT BETWEEN

COUNTY OF SAN MATEO

AND

PYRAMID ALTERNATIVES

For the Period of

July 1, 2002 through June 30, 2003

Agency Contact:

Jane Marks

Human Services Analyst

(650) 802-6418

**FLAT RATE AGREEMENT WITH
PYRAMID ALTERNATIVES
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and PYRAMID ALTERNATIVES, 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 Negotiated Net Amount (NNA) Funded Services and Rates of Payment for Those Services |
| Exhibit B: | County Funded Services and Rates of Payment for Those Services |
| Exhibit C: | Nonreimbursable Treatment Services |
| Exhibit D: | Outcome Based Management (OMB) and Budgeting Responsibilities |
| Attachment 1: | Compliance with Section 504 |
| Attachment 2: | Fingerprinting Compliance |
| Attachment 3: | HIV/AIDS Services |
| Attachment 4: | Payment Procedures |
| Attachment 5: | Monitoring Procedures |
| Attachment 6: | Program Specific Requirements |
| Attachment 7: | Equal Benefits Compliance |
| Attachment 8: | Additional NNA Requirements |

2. Services to be Performed by Contractor

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug 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 the County shall pay for services rendered under this Agreement shall not exceed TWO HUNDRED SEVENTY-FIVE THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS (\$275,321) 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 Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

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

a. Contractor will notify 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 re-negotiation of the Agreement.

F. Contract Re-negotiation

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

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

To the extent that this Agreement provides for treatment 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 treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

4. Relationship of Parties

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and

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

5. Hold Harmless

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

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

6. Insurance

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

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 any one 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>\$1,000,000</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 the employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions

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

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

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

- a. Examine Contractor's employment records with respect to compliance with this paragraph; and/or
- b. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair

Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

8. Child Abuse Prevention, Reporting and Fingerprinting Requirements

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, County probation department if designated by the County to receive mandated reports, or the County welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

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

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

C. Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual, which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

9. Assignment 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 Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of 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 alternation 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 agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

14. Term and termination of the Agreement

A. Subject to compliance with all terms and conditions 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, 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

- (2) In the case of Contractor, to:
Pyramid Alternatives
480 Manor Plaza
Pacifica, CA 94044

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

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

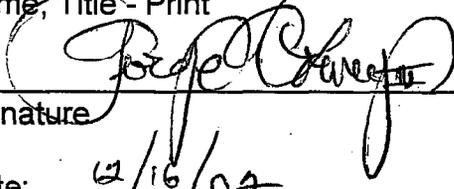
ATTEST:

Clerk of Said Board

Date: _____

Pyramid Alternatives

GEORGE A TORNEY EXECUTIVE DIRECTOR
Name, Title - Print


Signature

Date: 12/16/02

EXHIBIT A (Flat Rate Agreement)
State Negotiated Net Amount (NNA) Funded
Alcohol and Drug Treatment Services and Payments
PYRAMID ALTERNATIVES
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 give priority for admission to San Mateo County residents. Contractor will provide the following services to individuals, hereinafter referred to as "program participants", who meet Alcohol and Drug Services treatment criteria.

I. NNA NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. Nonresidential Alcohol and Drug Treatment Units of Service:

1. Admit to Contractors nonresidential alcohol and drug treatment program a minimum of seventy-seven (77) program participants. Provide a total of four thousand six hundred seven (4,607) hours of nonresidential alcohol and drug treatment services to be allocated by Contractor.

a. Of the total nonresidential alcohol and drug treatment services, provide a total of nine hundred twenty-nine (929) hours of nonresidential alcohol and drug treatment services to be allocated by Contractor among a minimum of fifteen (15) program participants who meet the special needs criteria below.

- 1) A person with special needs is an individual who has multiple complex issues such as a medical psychiatric diagnosis and a substance abuse problem. Program participants who have special needs may be treated by agencies that have the expertise, staffing pattern, treatment structure, and protocols to support the individuals special needs in recovery.
- 2) Contractor must be pre-approved in writing by both Alcohol and Drug Services and Mental Health Services if they wish to provide services to individuals with more severe problems than special needs individuals, such as those individuals who are chronically mentally ill and need both substance abuse treatment and ongoing involvement with Mental Health Services.

2. Senior Adult Nonresidential Alcohol and Drug Treatment Units of Service:

A senior adult is an individual who has reached the age of fifty-five (55) years of age or older.

- a. Admit to Contractors nonresidential alcohol and drug treatment program a minimum of thirty-one (31) program participants who are senior adults. Provide a total of one thousand eight hundred twenty (1,820) hours of senior nonresidential alcohol and drug treatment services to be allocated by Contractor.
 - 1) Provide a total of seventy (70) hours of the following:
 - a) Alcohol and drug recovery presentations tailored to age-specific issues, including a focus on use/misuse/abuse of medications, alcohol and other drugs to twenty-eight (28) senior adult centers/groups.
 - b) Training, education, and sensitivity training to eleven (11) professionals who work with senior adults.

- 3. Contractor will provide seven thousand five hundred seventy-two (7,572) hours of staff availability dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

B. Senior Adult Nonresidential Alcohol and Drug Treatment Services:

Contractors basic nonresidential alcohol and drug treatment program shall include:

- 1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
- 2. Weekly individual and group counseling on alcohol and drug recovery issues including, but not limited to, adult children of alcoholics, co-dependency, substance-related abuse, stress management, and relapse prevention.
- 3. Access to twelve-step meetings.

4. Access to ancillary services including education and literacy programs, job skills, assessment and training, employment information, and HIV/AIDS testing and education.
5. Evaluation and referral for medical/dual-diagnosis issues.
6. Provide one alcohol and drug free socialization activity per quarter.

C. Senior Adult Nonresidential Alcohol and Drug Treatment Services:
Population relevant programming will be provided to these program participants. In addition to the basic nonresidential recovery services specified in Section I.B. hereinabove, Contractor will provide the following services:

1. Develop and distribute nine hundred fifty (950) copies of age and subject specific printed materials on alcohol and drug issues.
2. Assess, intervene, counsel, and/or refer for additional services, forty (40) senior adults who are considered to be at-risk.
3. Maintain a network and contact list for continued and/or future efforts. Coordinate efforts with other San Mateo County senior service providers including San Mateo County Aging and Adult Services.
4. Provide senior nonresidential alcohol and drug treatment services county wide.

D. Nonresidential Special Needs Alcohol and Drug Treatment Services:
In addition to the basic nonresidential treatment services specified in Section I.B. hereinabove, Contractor will provide the following special needs services:

1. Provide in-house psychological testing.
2. Information, education, evaluation, counseling, and referrals for medications and additional psychiatric evaluations. Primary client focus will be on alcohol/drug issues of program participants.
3. Work with North County and Coastside Mental Health programs to mutually refer depressed, disturbed, and mentally ill clients for psychiatric evaluation and prescription medications.
4. Provide access to ongoing staff training on dual diagnosis issues.

E. Nonresidential Alcohol and Drug Treatment Rates of Payment:
In full consideration of the NNA services provided by Contractor, the maximum contract obligation for NNA nonresidential alcohol and drug treatment services contained in this Exhibit is TWO HUNDRED THOUSAND EIGHT HUNDRED EIGHTEEN DOLLARS (\$200,818.00). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is SIXTEEN THOUSAND SEVEN HUNDRED THIRTY-FOUR DOLLARS AND EIGHTY-THREE CENTS (\$16,734.83).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate is determined by dividing the maximum contract obligation by the contracted hours of staff availability (\$200,818 divided by 7,572 = \$26.52).

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EXHIBIT B (Flat Rate Agreement)
County Funded Alcohol and Drug Treatment Services and Payments
PYRAMID ALTERNATIVES
July 1, 2002 through June 30, 2003

Contractor will provide the following alcohol and drug treatment expansion services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide treatment expansion services that are culturally and language appropriate to the population identified in Contractors treatment expansion proposal. Contractor will give priority for admission to San Mateo County residents. Contractor will provide the following services to individuals, hereinafter referred to as "program participants", who meet Alcohol and Drug Services treatment criteria.

I. COUNTY NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. County Nonresidential Alcohol and Drug Treatment Units of Service:

1. Admit to Contractors nonresidential alcohol and drug treatment program a minimum of nineteen (19) program participants who meet the population criteria identified in Contractors treatment expansion proposal. Provide a total of one thousand one hundred (1,100) hours of nonresidential alcohol and drug treatment services to be allocated by Contractor.
2. Contractor will provide one thousand two hundred ninety-six (1,296) hours of staff availability dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

B. County Nonresidential Alcohol and Drug Treatment Services:

Contractors basic nonresidential alcohol and drug treatment program shall include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at 3 months and 9 months after intake for each program participant.
2. Weekly individual and group counseling on alcohol and drug recovery issues including, adult children of alcoholics, co-dependency, substance-related abuse, stress management, and relapse prevention.

3. Access to twelve-step meetings.
4. Access to ancillary services including education and literacy programs, job skills, assessment and training, employment information, and HIV/AIDS testing and education.
5. Evaluation and referral for medical/dual-diagnosis issues.
6. Provide one alcohol and drug free socialization activity per quarter.

C. County Nonresidential Alcohol and Drug Treatment Rates of Payment:
 In full consideration of the County funded nonresidential alcohol and drug treatment services provided by Contractor, the maximum contract obligation for County funded nonresidential alcohol and drug treatment services contained in this Exhibit is THIRTY-FOUR THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS (\$34,386.00). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is TWO THOUSAND EIGHT HUNDRED SIXTY-FIVE DOLLARS AND FIFTY CENTS (\$2,865.50).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate is determined by dividing the maximum contract obligation by the contracted hours of staff availability (\$34,386 divided by 1,296 = \$26.53).

II. COASTSIDE NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES:

Contractor will provide the following Coastsides nonresidential alcohol and drug treatment services at mutually agreed upon location(s) in San Mateo County. Multi-lingual/multi-cultural services will be provided to Coastsides adolescents and adults who are at-risk for personal and/or family substance use and/or abuse. At-risk being defined as vulnerable to identifiable problems such as delinquency, family issues, violence, school, pregnancy, poverty, abuse, substance use/abuse, relationships, and HIV. Contractor will provide the following services:

- A. Coastsides Nonresidential Alcohol and Drug Treatment Units of Service:
 Provide a maximum of one thousand three hundred five (1,305) hours of multi-lingual/multi-cultural nonresidential alcohol and drug treatment services to a minimum of one hundred fifty (150) program participants.
1. Of the one thousand three hundred five (1,305) hours, five hundred sixty-eight (568) hours will be for outreach, transportation,

education, intervention, and initial assessment and referral services.

B. Coastside Nonresidential Alcohol and Drug Treatment Hours of Staff

Availability:

Provide one thousand five hundred thirty-eight (1,538) hours of staff availability dedicated to these Coastside nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service.

C. Coastside Nonresidential Alcohol and Drug Treatment Services:

Contractors nonresidential alcohol and drug treatment services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning and relapse prevention, case management services, discharge and follow-up plans, follow-up at 3 months and 9 months after intake for each program participant.
2. Provide individual, group, family and multi-family treatment services including:
 - a. Psycho-education for adolescents and adults, co-dependency issues, development issues, socialization issues, abuse identification and prevention, sex education and safe sex practices, parenting skills, violence prevention, stress management, health issues, resources identification/use, economic, vocational issues, recreation and free time.
 - b. Outreach to family homes, family and multi-family group therapy, crisis intervention, referrals, support services for individuals and family.
3. Ancillary service referrals will include: twelve-step meetings, HIV/AIDS testing and education, health screening, neurological evaluations, medications.

D. Coastside Nonresidential Alcohol and Drug Treatment Rates of Payment:
In full consideration of the County funded Coastside nonresidential alcohol and drug treatment services provided by Contractor, the maximum contract obligation for Coastside nonresidential alcohol and drug treatment services contained in this Exhibit is FORTY THOUSAND ONE HUNDRED SEVENTEEN DOLLARS (\$40,117.00). Consistent with the payment methodology set forth in Attachment 4, the monthly rate of payment is THREE THOUSAND THREE HUNDRED FORTY-THREE DOLLARS AND EIGHT CENTS (\$3,343.08).

1. The monthly rate of payment is determined by dividing the maximum contract obligation into twelve (12) equal payments.
2. The unit rate is determined by dividing the maximum contract obligation by the contracted hours of staff availability (\$40,117 divided by 1,538 = \$26.08).

EXHIBIT C
**Nonreimbursable Driving Under the Influence and Deferred Entry of Judgement
Programs and Payments
PYRAMID ALTERNATIVES
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 Title 9, Division 4, Chapter 3, Subchapter 4, Section 9878, the County will provide program oversight and authorizes 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) and Multiple Offender Program (MOP) DUI and Deferred Entry of Judgment (DEJ) 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. 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 Program Objectives:

The objectives of the DUI 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 sessions will include:

1. significance of DUI laws to the individual;
2. socializing without alcohol and 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 Service Hours:

The 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:

- a. group and individual counseling/education;
- b. urine drug screens; and
- c. assessment, and referral when appropriate.

C. DEJ Objectives:

The 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 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. DUI AND DEJ FEES:

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 the County will not pay Contractor for services described in this Exhibit, 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 of the California Code of Regulations, Section 9878, except for those individuals 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 Services (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. An eight percent (8%) administrative fee for 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 Multiple Offender Program (MOP).
3. 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.

4. Administrative fees described hereinabove must be submitted monthly. 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. 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.
5. Contractors gross revenue shall include ancillary, make-up, late, reduced, and incomplete fees, duplicative completion certificate fees, and fees for dishonored checks.
6. 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

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.

EXHIBIT D
Outcome Based Management and Budgeting Responsibilities
PYRAMID ALTERNATIVES
July 1, 2002 through June 30, 2003

I. Contractor's Responsibilities

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

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

II. Human Services Agency's (HSA) Responsibilities

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

ATTACHMENT 1

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

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

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

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

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

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

GEORGE TORNEY
Name of 504 Person - Type or Print

PYRAMID ALTERNATIVES 480 MANOR PLZ PACIFICA
Name of Contractor(s) - Type or Print Street Address or P.O. Box

PACIFICA CA 94044
City State Zip Code

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

12/16/02 [Signature] 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

PYRAMID ALTERNATIVES

Name of Contractor

For

Alcohol and Drug Treatment Services
Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.


Name (Signature)

EXECUTIVE DIRECTOR
Title

10/16/02
Date

Revised 7/26/02

attach2.doc

ATTACHMENT 3
HIV/AIDS Services
PYRAMID ALTERNATIVES
July 1, 2002 through June 30, 2003

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

ATTACHMENT 4 (Flat Rate Agreement)

Payment Procedures

PYRAMID ALTERNATIVES

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 Exhibit(s) to the Agreement, the 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 contracted number of units set forth in the Exhibit.

b. The 10% service variance is based upon each modality and is not an overall contract variance.

3. Corrective Action Plans

After six (6) 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 pay Contractor the total contract amount in 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. In the event Contractor is not in compliance with the performance standards set forth in paragraph 2 above based upon Contractor's six months performance data as of December 31, 2002 County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.
- e. Any withhold will be held by County pending year-end settlement, after which a reconciliation shall take place as set forth in section 5 of this Attachment.
- f. However, if, based on Contractor's performance, the County determines that Contractor will be unable to meet the performance standards set forth in paragraph 2 above during the term of this Agreement, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider of the same service.
- g. Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment must be submitted, in writing, to the County Alcohol and Drug Services Administrator, who will review the request and make recommendation to the Director of the Human Services Agency, whose decision will be final. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.

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. The 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 Contractors performance by modality for the year is at or above 90% of the contracted service levels 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 of 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 Contractors 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 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. participant 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 after intake; and
- m. capacity/utilization report to the state.

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

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 Agreement

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

- a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- b. Federal, state, or county government complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.
- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

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

ATTACHMENT 5 (Flat Rate Agreement)
Monitoring Procedures
PYRAMID ALTERNATIVES
July 1, 2002 through June 30, 2003

I. Contractor's Responsibilities

A. Reporting Requirements for Alcohol and Drug Treatment Services.

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits. 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 flat rate treatment.doc

ATTACHMENT 6 (Flat Rate Agreement)
Program Specific Requirements
PYRAMID ALTERNATIVES
July 1, 2002 through June 30, 2003

I. GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Attend each of the following meetings:
 - 1. monthly Alcohol and Drug Treatment Provider meetings;
 - 2. other meetings as required by the County.

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

- C. Subcontracting requirements:
 - 1. Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of Human Services or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS

- A. Maintain alcohol and drug treatment program participant records that include the following:
 - 1. CADDs form;
 - 2. intake form;
 - 3. signed fee determination;
 - 4. re-determination of fee every twelve (12) months (except for residential treatment);
 - 5. medical history;
 - 6. social history;
 - 7. alcohol and drug history;
 - 8. presenting problem;

9. completed Addiction Severity Index (ASI);
 10. recovery plan;
 11. progress notes;
 12. closure summary/discharge plan;
 13. documented quarterly review by consultant/supervisor;
 14. signed release of information as required;
 15. signed consent to treatment; and
 16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed via an ASI within thirty (30) days prior to admission to Contractor's program(s), and as specified in the March 28, 2000 Addiction Severity Index memo and any addendum thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Program Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractors alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.

III. **PROGRAM CERTIFICATION**

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

- A. Program Requirements:
1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;

2. make use of available community resources, including recreational resources;
3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to 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 Contractors 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 (NNA) 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 programs 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 programs treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
- c. Program eligibility standards and policies and procedures for admission to and termination from the program.
- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable 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.

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 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.

V. UNUSUAL INCIDENTS POLICY

Contractor shall comply with Title 9, Section 10561, of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

A. Unusual incidents include, but are not limited to 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: DIAMOND ALTERNATIVES
Contact Person: GEORGE TORNEY
Address: 480 MANOR PLAZA
PACIFICA, CA 94044
Phone Number: 650.355.8787
Fax Number: 650.355.8780

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.


Signature
EXECUTIVE DIRECTOR
Title

GEORGE A TORNEY
Name (Please print)
12/16/02
Date

ATTACHMENT 8
Additional Negotiated Net Amount (NNA) Requirements
PYRAMID ALTERNATIVES
July 1, 2002 through June 30, 2003

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

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. (Required by NNA Amendment 1 , Exhibit B, Paragraph I.)

2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
 - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

 - B. No state funds received under this contract will be used to assist, promote or deter union organizing.

 - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.

 - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

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

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

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

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

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

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

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, Exhibit B, Paragraph Q.6)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Required by NNA Amendment 1, Exhibit B, Paragraph V)
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: January 28, 2002

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

CONTRACTOR: Pyramid Alternatives

DOES CONTRACTOR TRAVEL? Yes

DUTIES:

Provides nonresidential alcohol and drug treatment services.

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

Remarks/Comments:

This is a renewal certificate for the liability insurance.

Signature:

Priscilla Morse
Risk Management

Insform.wp

CERTIFICATE OF INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW COMPANIES AFFORDING COVERAGE

COMPANY A NORTH RIVER INSURANCE COMPANY

INSURED: PYRAMID ALTERNATIVES
 480 MANOR PLAZA
 PACIFICA, CA. 94044

COMPANY B

COMPANY C

COMPANY D

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TO BE DETERMINED	12-30-01	12-30-02	GENERAL AGGREGATE \$ 3,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 3,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000.00
					FIRE DAMAGE (Any one fire) \$ 300.00
					MED EXP (Any one person) \$ 15.00
A	AUTOMOBILE LIABILITY	TO BE DETERMINED	12-30-01	12-30-02	COMBINED SINGLE LIMIT \$ 1,000.00
	<input type="checkbox"/> ANY AUTO				BODILY INJURY: (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
A	OTHER PROFESSIONAL LIABILITY	TO BE DETERMINED	12-30-01	12-30-02	\$3,000,000 AGGREGATE \$1,000,000 EACH OCCURRENCE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR AS A FUNDING SOURCE FOR THE INSURED PER FORM FM 101.0.1750 (0999) ATTACHED TO THE POLICY.

SAN MATEO COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES C/O HUMAN SERVICES AGENCY
 DRUG AND ALCOHOL PROGRAM
 400 HARBOR BOULEVARD, BUILDING C
 BELMONT, CA. 94002

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

AUTHORIZED REPRESENTATIVE

ERNEST BLOOMFIELD

Ernest Bloomfield