



AN AGREEMENT BETWEEN

COUNTY OF SAN MATEO

AND

FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.

For the period of

September 30, 2002 through September 29, 2005

Agency Contact:

Ernie Bednar

Human Services Analyst

(650) 802 -7675

**FLAT RATE AGREEMENT WITH
FAMILY AND COMMUNITY ENRICHMENT 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 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: | Center for Substance Abuse Treatment (CSAT)
Funded Treatment Services |
| Exhibit B: | Rates of Payment for Services |
| Exhibit C: | 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 |

2. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth in Exhibit B and Attachments herein, Contractor shall perform alcohol and drug services as set forth in this Agreement, and Exhibit A and Attachments to the Agreement.

3. Payments

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Exhibits, the amount that County shall pay for services rendered under this Agreement shall not exceed ONE HUNDRED FIFTY NINE THOUSAND SEVEN HUNDRED EIGHTY-FIVE DOLLARS (\$159,785) for the contract term.

B. Rates, Amounts and Terms of Payment

The amounts, rates and terms of payment shall be specified in the Exhibits B 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, she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

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

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the 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 re-negotiation of the Agreement.

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 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
Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

14. Term and termination of the Agreement

A. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from September 30, 2002, through September 29, 2005.

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
- (2) In the case of Contractor, to:
Family and Community Enrichment Services, Inc.
610 Elm St, Suite 212
San Carlos, CA 94070

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

COUNTY OF SAN MATEO

By: _____

Rose Jacobs Gibson, President
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.

PETE NANNARONE
INTERIM DIRECTOR

Name, Title - Print

Pete Nannarone

Signature

Date: 3-4-03

02-05 CSAT facesbody

EXHIBIT A
**Center for Substance Abuse Treatment (CSAT) Funded Alcohol and Drug
Treatment Services and Payments
FAMILY AND COMMUNITY ENRICHMENT SERVICES
September 30, 2002 through September 29, 2005**

Contractor will provide the following services to individuals, hereinafter referred to as "program participants", who meet the criteria for dual diagnosis nonresidential treatment services. Contractor will provide the following dual diagnosis nonresidential treatment services as a condition of participation in the San Mateo County Juvenile Drug Court Expansion Project. Contractor's alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the requirements outlined in the Juvenile Drug Court Expansion Project proposal dated June 18, 2002. Contractor will be fully compliant with CSAT's Treatment Improvement Protocol Tip 9): Assessment and Treatment of Patients with Co-existing Mental Illness and Alcohol and Other Drug Abuse. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. The services will be provided at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement.

**I. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) FUNDED
DUAL DIAGNOSIS NONRESIDENTIAL ALCOHOL AND DRUG
TREATMENT SERVICES**

Contractor will provide dual diagnosis nonresidential treatment services to multi-recidivist females, ages 13-18, who are detained at San Mateo County Juvenile Hall. Program participants will have significant substance abuse and mental health problems, multiple risk factors, are presenting with a current charge and are enrolled in the Juvenile Drug Court Expansion Project.

**A. CSAT Funded Dual Diagnosis Nonresidential Alcohol and Drug
Treatment Services Units of Service:**

1. Admit to Contractor's dual diagnosis nonresidential treatment services a minimum of sixty (60) female program participants who meet the criteria as identified through the San Mateo County Juvenile Drug Court Expansion Project and are detained in the San Mateo County Juvenile Hall. The program participants will be in the intake/assessment phase of the comprehensive treatment continuum.
2. Contractor will provide a minimum of three thousand two hundred sixty-four (3,264) hours of staff availability dedicated to dual diagnosis nonresidential treatment

services, including face-to-face contacts, preparation time and record keeping.

B. CSAT Funded Dual Diagnosis Nonresidential Alcohol and Drug Treatment Services:

Contractor's dual diagnosis nonresidential treatment services will be provided no less than three (3) hours per week per program participant. Program participants will be detained at the San Mateo County Juvenile Hall but services will be provided in an unlocked location near juvenile hall. More intensive courses of treatment will be provided based upon the needs of the individual program participant. Contractor's basic services shall include:

1. A minimum of one individual counseling and one group counseling session will be provided to program participants each week.
2. A minimum of one family counseling session will be provided to program participants and their families during their participation in dual diagnosis treatment services.
3. Contractor will provide a comprehensive assessment of each program participant's needs utilizing the following assessment tools: Beck's Depression Inventory, Beck's Anxiety Inventory, Brief Symptom Inventory, Mental Status Exam, Psychological Assessment, Addiction Inventory, and a health questionnaire.
4. Contractor shall submit a thorough psychological report to the Drug Court Team within 14 days of the program participant's enrollment.
5. Contractor will develop treatment goals with the program participant's involvement to include the identification of issues, goals, and possible interventions. Contractor will participate in-group treatment planning and will ensure that the participant, their family and relevant service providers are included in that process.
6. Contractor will develop and maintain a therapeutic alliance with community dual diagnosis day treatment providers and will provide linkage to their services to address the program participant's needs after their release from custody.

7. Contractor will be accessible to, and maintain communication with, all systems in the Juvenile Drug Court Expansion Project.
8. Contractor will refer program participants to additional mental health and substance abuse treatment as needs are identified.
9. Contractor will attend pertinent case conferences and/or Juvenile Drug Court Expansion Project meetings for each program participant when requested. Contractor's representative will have specific knowledge of the program participant's progress and status in the program.

EXHIBIT B
Rates of Payment
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.
September 30, 2002 through September 29, 2005

CSAT Funded Dual Diagnosis Nonresidential Alcohol and Drug Treatment Rates of Payment:

Monthly County payment to the Contractor is determined by dividing the entire fiscal obligation into thirty-six (36) equal monthly payments. In full consideration of the CSAT funded dual diagnosis nonresidential treatment services provided by Contractor, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Human Service Agency or her designee.

1. County shall pay Contractor FOUR THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS AND FORTY-SEVEN CENTS (\$4,438.47) per month, not to exceed a maximum contract obligation of ONE HUNDRED FIFTY NINE THOUSAND SEVEN HUNDRED EIGHTY-FIVE DOLLARS (\$159,785) for the term of the Agreement.

EXHIBIT C
Outcome Based Management and Budgeting Responsibilities
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.
September 30, 2002 through September 29, 2005

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.

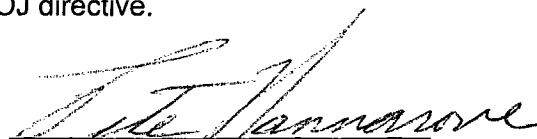
II. Human Services Agency's (HSA) Responsibilities

- 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 2

**FINGERPRINTING COMPLIANCE
Agreement with
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.
For
Alcohol and Drug Treatment Services**

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


Name (Signature)

*INTERIM
DIRECTOR*
Title

3-4-03
Date

ATTACHMENT 3
HIV/AIDS Services
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.
September 30, 2002 through September 29, 2005

- 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
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.
September 30, 2002 through September 29, 2005

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 prorated year-to-date service level.
- 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 36 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 March 30 each year of the contract term 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 County fiscal 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 for the fiscal year of 2002-03; August 15, 2004 for the fiscal year 2003-04; August 15, 2005 for the fiscal year 2004-05, and November 15, 2005 for fiscal year 2005-06.
- b. Contractors 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,
- 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. 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 Termination of Agreement

County shall provide Contractor with thirty (30) days notice of its intent not to continue 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 of each year.

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
Monitoring Procedures
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.
September 30,2002 through September 29, 2005

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 January 15, April 15, July 15, and October 15 each year.
 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 three (3) times 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 annually 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 csatyfa02-05

ATTACHMENT 6 (Flat Rate Agreement)
Program Specific Requirements
FAMILY AND COMMUNITY ENRICHMENT SERVICES, INC.
September 30, 2002 through September 29, 2005

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 Amnestic and other Cognitive Disorders and Substance Use Disorders, but none of the psychiatric diagnoses noted above, are considered to have a co-occurring disorder for the purposes of this protocol.

D. Administrative Requirements:

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

E. Facility Requirements:

1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.
2. Provide service site(s) that will promote attainment of 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: Family and Community Enrichment Services, Inc.
Contact Person: _____
Address: 610 Elm St
San Carlos, CA 94070
Phone Number: _____
Fax Number: _____

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 4 day of MARCH 2002 at

SAN CARLOS, CA
(City) (State)


Signature

PETE NANNARONE
Name (Please Print)

INTERIM DIRECTOR
Title

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

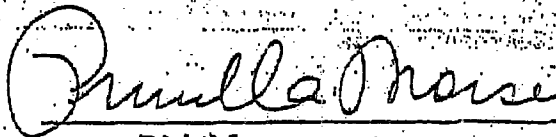
DUTIES:

Provide nonresidential alcohol and drug treatment services.

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

Remarks/Comments:

Signature:



Risk Management

Insform:wp

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
	<input type="checkbox"/> CLAIMS MADE <input checked="" 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 type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	GARAGE LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	EXCESS LIABILITY				\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
					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 WILL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

Ref. [Signature]



AN AGREEMENT BETWEEN

COUNTY OF SAN MATEO

AND

Youth and Family Assistance

For the period of

September 30, 2002 through September 29, 2005

Agency Contact:

Ernie Bednar

Human Services Analyst

(650) 802-7675

**FLAT RATE AGREEMENT WITH
YOUTH AND FAMILY ASSISTANCE
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 YOUTH AND FAMILY ASSISTANCE 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: | Center for Substance Abuse Treatment (CSAT) Funded Treatment Services |
| Exhibit B: | Rates of Payment for Services |
| Exhibit C: | 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 |

2. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth in the Exhibit B and Attachments herein, Contractor shall perform alcohol and drug services as set forth in this Agreement, and Exhibit A 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 FOUR HUNDRED THIRTEEN THOUSAND TWO HUNDRED FORTY EIGHT DOLLARS (\$413,248) for the contract term.

B. Rates, Amounts and Terms of Payment

The amounts, rates and terms of payment shall be specified in Exhibit B 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, she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

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

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the 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 re-negotiation of the Agreement.

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 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
Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

14. Term and termination of the Agreement

A. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from September 30, 2002 through September 29, 2005.

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

- (2) In the case of Contractor, to:
Youth and Family Assistance
609 Price Avenue Suite 205
Redwood City, CA 94063

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

COUNTY OF SAN MATEO

By: _____

Rose Jacobs Gibson, President
Board of Supervisors, County of San Mateo

Date: _____

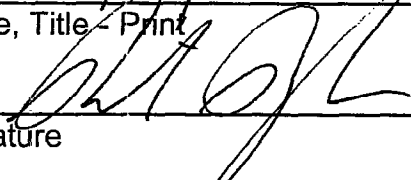
ATTEST:

Clerk of Said Board

Date: _____

YOUTH AND FAMILY ASSISTANCE

Robert Rybicki Executive Director
Name, Title - Print


Signature

Date: 3/4/03

02-05csatyfabody

EXHIBIT A
Center for Substance Abuse Treatment (CSAT) Funded
Alcohol and Drug Treatment Services and Payments
YOUTH AND FAMILY ASSISTANCE
September 30, 2002 through September 29, 2005

Contractor will provide the following services to individuals, hereinafter referred to as "program participants", who meet the criteria for dual diagnosis nonresidential treatment services. Contractor will provide the following dual diagnosis nonresidential treatment services as a condition of participation in the San Mateo County Juvenile Drug Court Expansion Project. Contractor's services will be provided in two parts. Part one (1) consists of intensive levels of nonresidential treatment services for a minimum of three (3) months per program participant. Part two (2) is less intensive aftercare services, which will be provided for a minimum of twelve (12) months. Contractor's alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the requirements outlined in the Juvenile Drug Court Expansion Project proposal dated June 18, 2002. Contractor will be fully compliant with CSAT's Treatment Improvement Protocol Tip 9): Assessment and Treatment of Patients with Co-existing Mental Illness and Alcohol and Other Drug Abuse. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. The services will be provided at mutually agreed upon locations in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement.

I. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) FUNDED DUAL DIAGNOSIS NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

Contractor will provide dual diagnosis nonresidential treatment services to multi-recidivist females, ages 13-18, who have significant substance abuse and mental health problems, multiple risk factors, are presenting with a current charge and are enrolled in Juvenile Drug Court.

A. CSAT Funded Dual Diagnosis Nonresidential Alcohol and Drug Treatment Services Units of Service:

1. Admit to Contractor's dual diagnosis nonresidential treatment services a minimum of sixty (60) female program participants who meet the criteria as identified through the San Mateo County Juvenile Drug Court Expansion Project.
2. Contractor will provide a minimum of ten thousand eight hundred forty-three (10,843) hours of staff availability dedicated to dual diagnosis nonresidential treatment services, including face-to-face contacts, preparation time and record keeping.

B. CSAT Funded Dual Diagnosis Nonresidential Alcohol and Drug Treatment Services:

Contractor's dual diagnosis nonresidential treatment services will be provided at least three (3) days per week for three (3) hours per day, for a minimum of three months per program participant. More intensive courses of treatment will be provided based upon the needs of the individual program participant. Contractor's basic dual diagnosis nonresidential treatment services shall include:

1. Individual counseling, group counseling, family counseling, and educational sessions as indicated by the program participant's case plan. A minimum of one individual counseling and two group counseling sessions will be provided to program participants each week.
2. On-going parent education and peer support groups will be provided.
3. Additional services will include peer support services, social and recreational activities, and cultural programming.
4. Educational curriculum that will include the following topics: Early recovery skills, body image, life skills, family relationships, traumatization/retraumatization, sex roles and sexual exploitation, problem solving, communication, peer relationships, and cultural pressures.
5. Contractor will coordinate and facilitate access to community services which will include: Job skills assessments and training, age appropriate twelve-step meetings, health care clinics and additional mental health support and recreational activities. These services will be coordinated by a paraprofessional who is assigned to the program and is funded through CSAT. Further duties of the paraprofessional include frequent client contact to ensure the client is stabilized and participation in care planning and crisis intervention as needed.
6. Contractor will attend all pertinent case conferences and/or Juvenile Drug Court Expansion Project meetings for each program participant when requested. Contractor's representative will have specific knowledge of the program participant's progress and status in the program.

C. CSAT Funded Dual Diagnosis Nonresidential Alcohol and Drug Treatment Services Aftercare.

After a minimum of three (3) months participation in dual diagnosis nonresidential treatment services, program participants will enter twelve (12) months of aftercare, which will included the following services.

1. A minimum of twelve (12) months of services for each program participant including peer support, group services, and individual counseling sessions.
2. One weekly peer support group, and a weekly individual counseling session.
3. Contractor will attend all pertinent case conferences and/or Juvenile Drug Court Expansion project meetings for each program participant when requested. Contractor's representative will have specific knowledge of the program participant's progress and status in the program.

D. Data Collection:

1. Contractor will administer the Government Performance and Results Act (GPRA) research tool at three (3) months, six (6) months, and twelve (12) months after intake when a program participant is enrolled in the treatment program. Program staff will enter GPRA data into the CSAT Web System no later than seven (7) days after the completion of the GPRA.
2. One hundred percent (100%) of program participants will have the GPRA administered to them at three (3) months after initial GPRA administered by San Mateo County Alcohol and Other Drug Services staff. A minimum of eighty percent (80%) of program participants will receive follow up regarding the GPRA at six months (6) and twelve (12) months after enrollment in the program. GPRA data will be stored in a separate locked location and categorized in alphabetical order by program participant name and identification number (supplied at intake). Program staff will enter GPRA data into the CSAT Web System no later than seven (7) days after the completion of the GPRA.

Csat yfa ex-a

EXHIBIT B
Rates of Payment
YOUTH AND FAMILY ASSISTANCE
September 30, 2002 through September 29, 2005

CSAT Funded Dual Diagnosis Nonresidential Alcohol and Drug Treatment Rates of Payment:

Monthly County payment to the Contractor is determined by dividing the entire fiscal obligation into thirty-six (36) equal monthly payments. In full consideration of the CSAT funded dual diagnosis nonresidential treatment services provided by Contractor, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Human Service Agency or her designee.

1. County shall pay Contractor ELEVEN THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS AND ELEVEN CENTS (\$11,479.11) per month, not to exceed a maximum contract obligation of FOUR HUNDRED THIRTEEN THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS (\$413,248) for the term of the Agreement.

EXHIBIT C
Outcome Based Management and Budgeting Responsibilities
YOUTH AND FAMILY ASSISTANCE
September 30, 2002 through September 29, 2005

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 regu

REBECCA ALLISON

Name of 504 Person - Type or Print

Youth and Family Assistance 609 Price Ave
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

3/4/03
Date

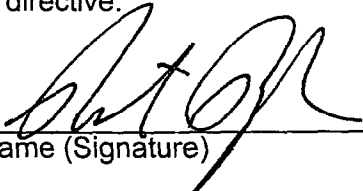
[Signature] EXECUTIVE DIRECTOR
Signature and Title of Authorized Official

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

ATTACHMENT 2

**FINGERPRINTING COMPLIANCE
Agreement with
YOUTH AND FAMILY ASSISTANCE
For
Alcohol and Drug Treatment 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

3/5/03
Date

ATTACHMENT 3
HIV/AIDS Services
YOUTH AND FAMILY ASSISTANCE
September 30, 2002 through September 29, 2005

- 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
YOUTH AND FAMILY ASSISTANCE
September 30, 2002 through September 29, 2005

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 prorated year-to-date service level.
- 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 36 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 March 30 each year of the contract term 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 County fiscal 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 for the fiscal year of 2002-03; August 15, 2004 for the fiscal year 2003-04; August 15, 2005 for the fiscal year 2004-05, and November 15, 2005 for fiscal year 2005-06.
- b. Contractors 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,
- 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. the Government Performance and Results Act (GPRA) research tool at three months (3), six (6) months, and twelve months (12) after intake.
- 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 Termination of Agreement

County shall provide Contractor with thirty (30) days notice of its intent not 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, of each year.

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
Monitoring Procedures
YOUTH AND FAMILY ASSISTANCE
September 30,2002 through September 29, 2005

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 January 15, April 15, July 15, and October 15 each year.
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 three (3) times 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 annually during the contract term.

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

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ATTACHMENT 6 (Flat Rate Agreement)
Program Specific Requirements
YOUTH AND FAMILY ASSISTANCE
September 30, 2002 through September 29, 2005

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: YOUTH and FAMILY ASSISTANCE
Contact Person: _____
Address: 609 PRICE AVE
REDWOOD CITY, CA 94063
Phone Number: 650/366-8401
Fax Number: 650/366-8455

II Employees

Does the Contractor have any employees? Yes No

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

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

III Equal Benefits Compliance (Check one)

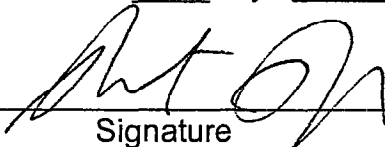
- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does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

IV Declaration

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

Executed this 9 day of MARCH 2002 at

Redwood City, CA.
(City) (State)


Signature

Robert Rybicki
Name (Please Print)

EXECUTIVE DIRECTOR
Title