



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**

**Human Services Agency**

**DATE:** July 16, 2003

**BOARD MEETING DATE:** August 5, 2003

**TO:** Honorable Board of Supervisors

**FROM:** Maureen D. Borland, Director, Human Services Agency  
Yvonne Frazier, Administrator, Alcohol and Drug Services

**SUBJECT:** Fee-For-Service Agreements with Various Providers of Alcohol and Drug Treatment Services for the Period July 1, 2003 through June 30, 2004

**Recommendation**

Adopt a Resolution authorizing:

1. The President of the Board of Supervisors to execute Fee-For-Service Agreements with: 1) Asian American Recovery Services; 2) Avalon Counseling Services; 3) Daytop Village, Inc.; 4) El Centro de Libertad; 5) Free at Last; 6) Horizon Services, Inc.; 7) The Latino Commission; 8) Project Ninety, Inc.; 9) Pyramid Alternatives; 10) Service League of San Mateo County; 11) Sitike Counseling Center; 12) Walden House, Inc.; 13) Women's Recovery Association, and 14) Youth and Family Enrichment Services.
2. The Director of the Human Services Agency to execute amendments and minor modifications during the term of the Agreements; however, as to each Agreement, such authority is limited to:
  - a) reducing the County's maximum fiscal obligation in the event there is a commensurate reduction in the funding received by the County;
  - b) increasing the County's maximum fiscal obligation in the event there is a commensurate increase in funding received by the County; however, said increase shall be limited to a total of \$25,000 per funding source; and
  - c) reallocating funding and units of service between the different contracted modalities as long as the changes have no impact on the County's maximum fiscal obligation.

## **Background**

In FY 2001-02, Alcohol and Drug Services (AOD) released a Request For Proposals (RFP) for alcohol and drug treatment services under the Substance Abuse Crime Prevention Act (SACPA)/ Proposition 36 and Drug Court.

On October 1, 2002, AOD released an RFP for SACPA/ Proposition 36 enhanced alcohol and drug treatment services for individuals with co-occurring disorders and aftercare service needs for FY 2003-04. The notice of recommendations was released on December 11, 2002, and seven agencies were recommended to provide enhanced alcohol and drug aftercare and/or treatment services for individuals with co-occurring disorders.

On October 22, 2002, the Board adopted a Resolution authorizing the execution of fourteen Fee-For-Service Agreements with various alcohol and drug treatment providers for the provision of services funded by state and federal drug court grants and/or SACPA/Proposition 36 during FY 2002-03. Those services were previously provided through a Continuing Resolution.

On June 24, 2003, the Board executed First, Second, and Third Amendments to the existing Fee-For-Service Agreements that added additional unexpended funding for the provision of alcohol and drug treatment and aftercare services under SACPA/Proposition 36, Comprehensive Drug Court Implementation Grant (CDCI), and Center for Substance Abuse Treatment (CSAT). In addition, the Board approved extending the term of all of the Fee-For-Service Agreements to August 5, 2003, to allow time to receive information from the state regarding FY 2003-04 appropriations.

## **Discussion**

Alcohol and drug treatment services to be provided through these fourteen Agreements are funded from the following five sources: 1) SACPA/Proposition 36, 2) Senate Bill (SB) 223, 3) Drug Court Partnership (DCP), 4) CDCI and 5) CSAT.

The Agreements contain an array of alcohol and drug treatment services, including services to address both substance abuse and mental health issues that will be provided to program participants with co-occurring disorders. Referrals to services will be made through a variety of sources including the judicial system.

The following alcohol and drug treatment services will be provided through these Agreements: education and early intervention, treatment readiness, outpatient treatment, intensive outpatient, nonresidential treatment, day treatment, residential treatment, and aftercare services. In addition, through the CSAT HIV "Door-to-Treatment" grant, HIV outreach, linkages, and recovery services.

Payments made under these Agreements are intended to pay for services provided to individuals who qualify for these alcohol and drug treatment services who lack the resources to pay for all, or part, of the services. County payments are not intended to provide the full cost of care for all individuals referred for services. Client fees are also paid to providers, on a sliding scale, to offset the costs of services not fully funded by the County.

The Resolution and Agreements have been reviewed and approved as to form by the County Counsel's office and Risk Management has approved the Contractors' insurance coverage.

**Performance Measures**

Alcohol and Drug Services is in compliance with the Human Services Agency's Outcome Based Management (OBM) Program Plan. Below are the recommended Performance Measures included in the OBM Program Plan for alcohol and drug treatment services.

Outcome Based Management Performance Measures: Treatment	Fiscal Year 2002-03 Data	Projected for Fiscal Year 2003-04
Number of clients entering treatment (all modalities except methadone services)	4,100	3,690
Percent of clients reducing or abstaining from alcohol and/or other drug use at 3 months. and 9 months after intake	3 months 75%	75%
	9 months 60%	60%
Percent of criminal justice involved clients retained in treatment or until completion of program.	59%	59%

**Vision Alignment**

The Agreements keep the commitment of realizing the potential of our County's vulnerable population and goal number 8: Help vulnerable people achieve a better quality of life. These Agreements contribute to this commitment and goal by providing alcohol and drug treatment services to SACPA probationers and parolees and individuals at-risk of HIV who are referred for alcohol and drug treatment services by County Alcohol and Other Drug Services.

**Fiscal Impact**

Total aggregate funding for these fourteen Agreements is \$1,512,996. This amount has been included in the recommended FY 2003-04 Human Services Agency Budget for Alcohol and Drug Services. Of the total amount, funding is provided through the following sources:

SACPA/Proposition 36	\$1,204,724
SB223 Drug testing	\$60,607
Drug Court Partnership	\$57,726
Comprehensive Drug Court Implementation	\$89,939
CSAT HIV Door-to-Treatment	\$100,000
Total Funding Obligation	<u>\$1,512,996</u>

There are no additional Net County Costs associated with these Agreements.

**Exhibit A**  
**REQUEST FOR PROPOSAL PROCESS MATRIX**  
**ALCOHOL/DRUG TREATMENT SERVICES UNDER PROPOSITION 36**

<p>1. General Description of RFP</p>	<p>This Request for Proposal (RFP) process will result in contracts for a diverse continuum of alcohol and drug treatment services for Proposition 36 clients. San Mateo County wishes to secure capacity to serve clients throughout a variety of modalities including residential, nonresidential (including both outpatient and day treatment), narcotic replacement therapy, early intervention and psycho-education, detoxification, and treatment readiness services. An interim “Request for Qualifications” (RFQ) process in Spring 2001 secured services for the intake period from July through December 2001. Contracts awarded through that process were for the short-term period only, and did not guarantee ongoing funding under this RFP. Both agencies funded under that process and new agencies may submit proposals under this RFP. Agencies funded under the RFQ process will not receive preferential consideration. Treatment providers must have current California Department of Alcohol and Drug Programs (ADP) residential licensing and/or outpatient certification. Proposals must offer new capacity for treatment services for San Mateo County clients.</p> <p>All Proposition 36 clients will be on either County Probation or State Parole. Treatment providers must report Proposition 36 client progress to Probation and Parole on a periodic basis and as requested by the probation or parole agencies. Mandatory training regarding requirements of client compliance reporting will be provided at training sessions provided jointly by County Alcohol and Drug Services, County Probation, and State Parole. All treatment providers funded under this RFP process will be expected to attend the required training sessions at their own expense, to familiarize themselves with the reporting requirements.</p>
<p>2. List of key evaluation criteria</p>	<p>All proposals will be evaluated based on the following criteria:</p> <ol style="list-style-type: none"> <li>1. Submission of documentation showing current license or certification. Unlicensed and uncertified programs will not be considered under this RFP. (Pending license or certification may be provided, but award notification, if any, delayed until awarded license or certification is provided by State Department of Alcohol and Drug Programs).</li> <li>2. Collective and individual staff qualifications and experience of each collaborating agency in providing the proposed treatment modalities. In</li> </ol>

	<p>addition, there will be an evaluation of plans to enhance staff ability to serve diverse clients through hiring, training, internships, and collaborations.</p> <ol style="list-style-type: none"> <li>3. The ratio of staff directly involved in treatment to clients.</li> <li>4. Ability to identify the special needs of the target population(s) and how the proposed services will meet these special needs. The staff's qualifications and experience in serving this population will be evaluated.</li> <li>5. Quality of program design and proposed service delivery objectives</li> <li>6. Costs associated with the delivery of services.</li> </ol>
3. Where was it advertised?	A funding alert was sent out Via Fax to all current Treatment and Prevention Contractors, Treatment and Prevention Provider Meetings, Community Meetings. The Drug and Alcohol Advisory Board, Proposition 36 Implementation Committee and in the San Mateo County Times on Friday, November 9 and Monday, November 12, 2001. Documentation can be found in the RFP binder.
4. In addition to any advertisement, list others to whom RFP was sent	Please see attached.
5. Total number sent to prospective proposers	43
6. Number of proposals received	Proposals were submitted by modality. A total of 43 proposals were received from 19 applicant organizations.
7. Who evaluated the proposals?	See attached.

<p>8. In alphabetical order, names of proposers (or finalists, if applicable) and location</p>	<ol style="list-style-type: none"> <li>1. Asian American Recovery Services (Outpatient Services), Daly City</li> <li>2. Avalon Counseling Services (Outpatient Services), Redwood City</li> <li>3. Daytop Village, Inc. (Day Treatment Services, Outpatient Services, Intensive Outpatient, and Residential), Redwood City</li> <li>4. El Centro de Libertad (Early Intervention, Psychoeducation, and Outpatient Services), Redwood City</li> <li>5. Family and Community Enrichment Services, Inc. (Day Treatment Services, Outpatient Services), San Carlos</li> <li>6. Free at Last (Early Intervention, Treatment Readiness, Day Treatment, Outpatient, and Residential), East Palo Alto</li> <li>7. Horizon Services/Palm Avenue (Detoxification), San Mateo</li> <li>8. The Latino Commission (Day Treatment, Outpatient Services, and Residential), South San Francisco</li> <li>9. Pre to Three (Treatment Readiness), San Mateo</li> <li>10. Project Ninety (Intensive Day Treatment and Residential Services), San Mateo</li> <li>11. Pyramid Alternatives (Early Intervention, Psychoeducation, Treatment Readiness, Outpatient Services, and Intensive Outpatient), Pacifica</li> <li>12. Recovery Concepts (Residential Services), Menlo Park</li> <li>13. Service League (Residential Services), Redwood City</li> <li>14. Sitike Counseling Center (Day Treatment and Outpatient Services), South San Francisco</li> <li>15. San Mateo County Methadone Treatment Program (Opioid Detoxification and Opioid Maintenance), Menlo Park</li> <li>16. Walden House (Residential Services), San Francisco</li> <li>17. Women's Recovery Association (Treatment Readiness, Day Treatment, Intensive Day Treatment and Outpatient Services), Burlingame</li> <li>18. Youth and Family Assistance (Early Intervention and Outpatient Services), Redwood City</li> </ol>
--	---

**Exhibit B**  
**REQUEST FOR PROPOSAL PROCESS MATRIX**

<p>2. General Description of RFP</p>	<p>The Substance Abuse and Crime Prevention Act of 2000 (SACPA), better known as “Proposition 36”, was passed by the voters of the State of California in November 2000. It created a new emphasis on drug/alcohol treatment for individuals involved in the criminal justice system. This legislation is expected to significantly increase the number of clients referred to treatment as an alternative to incarceration, and provides new funding to support such services.</p> <p>This Request for Proposal (RFP) process will result in contracts for a diverse continuum of alcohol and drug treatment services for Proposition 36 clients. At this time, San Mateo County wishes to secure capacity to serve clients throughout a variety of modalities including early intervention and psycho-education, treatment readiness services, nonresidential (including both outpatient and day treatment), aftercare, residential, detoxification, and narcotic replacement therapy. San Mateo County wishes to expand its pool of service providers and accept proposals on an ongoing basis, instead of releasing two identical RFP’s. However, due to the structure of the review process, there was a need to establish two timelines with firm due dates. Proposals will be accepted on a continuing basis, anytime after the release of this RFP. Proposals not received for the first deadline, November 19, 2002, will be accepted for the second deadline, February 21, 2003.</p> <p>Substance abuse treatment services under Proposition 36 will be contracted through a combination of the previous RFP process conducted in winter 2002, and the current RFP. The current RFP allows new applicants and existing substance abuse treatment providers to apply for new and enhanced services, such as aftercare and specialized services to individuals with co-occurring disorders. This RFP seeks applicants to enhance the pool of services available to Proposition 36 eligible clients and is open to agencies funded under the previous RFP who would like to include new modalities and services.</p> <p>A “Request for Proposals” (RFP) process in winter 2002 secured services for the 17-month period from February</p>
--------------------------------------	--

2002 through June 2003. Contracts awarded through that process were for services through July 2003, however, contracts may also be extended after that date, at the discretion of the County, pending ongoing receipt of funds, continuing needs, and satisfactory contractor performance. Current providers who are satisfied with their current contract are not required to reapply under this RFP. However, if aftercare services were provided under the previous proposal process, then current providers must submit an application for aftercare services and provide an aftercare rate structure.

During the past year of Proposition 36 implementation, San Mateo County data has shown an influx of clients with co-occurring and other issues. The purpose of this RFP is to increase the effectiveness of treating only clients with co-occurring disorders, within existing agencies by providing specialized co-occurring services. Contracts will be developed on a fee for service basis, with no guarantee of referrals to contracts developed through this RFP.

Treatment providers must have current California Department of Alcohol and Drug Programs (ADP) residential licensing and/or outpatient certification. Proposals must offer new capacity for treatment services for San Mateo County clients.

All Proposition 36 clients will be on either County Probation or State Parole. Treatment providers must report Proposition 36-client progress to Probation, Parole, and Alcohol and Other Drug Services Department on a periodic basis and as requested by probation, parole, and AOD agencies. Mandatory training regarding requirements of client compliance reporting will be provided at training sessions provided jointly by County Alcohol and Drug Services, County Probation, and State Parole. All treatment providers funded under this RFP process will be expected to attend the required training sessions.

The Applicant Conference for this RFP will cover a number of issues specifically related to implementation of the Proposition 36 program. This may include reporting requirements, required training, coordination with County Probation and State Parole, and community service requirements for participants.



<p>2. List of key evaluation criteria</p>	<p>All proposals will be evaluated based on the following criteria:</p> <ol style="list-style-type: none"> <li>1. Submission of documentation showing current license or certification. Unlicensed and uncertified programs will not be considered under this RFP. (Pending license or certification may be provided, but award notification, if any delayed until awarded license or certification is provided by State Department of Alcohol and Drug Programs).</li> <li>2. Collective and individual staff qualifications and experience of each collaborating agency in providing the proposed treatment modalities. In addition, there will be an evaluation of plans to enhance staff ability to serve diverse clients through hiring, training, internships, and collaborations.</li> <li>3. The ratio of staff directly involved in treatment to clients.</li> <li>4. Ability to identify the special needs of the target population(s) and how the proposed services will meet this special needs. The staff's qualifications and experience in serving this population will be evaluated.</li> <li>5. Quality of program design and proposed service delivery objectives.</li> <li>6. Ability to and Policy/Procedures for dealing with clients with a diagnosis of mental illness and substance abuse.</li> <li>7. Costs associated with the delivery of services.</li> </ol>
<p>3. Where was it advertised?</p>	<p>A funding alert was sent out Via Fax to all current Treatment and Prevention Contractors, Treatment and Prevention Provider Meetings, Community Meetings The Drug and Alcohol Advisory Board, and Proposition 36 Implementation Committee. Documentation can be found in Proposition 36 RFP binder.</p>

4. In addition to any advertisement, list others to whom RFP was sent	<p>Jeanne Orbet-Matrix Institute on Addiction          Angie Chiappa- The Camp Recovery Center          Ron Kemper- Mills Peninsula Health Services          Karen Mason- Clara Mateo Alliance          Steve Struggle- Camp Recovery Center          Lanie Hayes- Family Recovery Issues Education          Dropping          Susan DeCom          Vicki Alcorn-Beyond Charity          Jason Kletter-BAART/CDP          Esther Munoz- CPS          Grant Davis- Recovery Concepts</p>
5. Total number sent to prospective proposers	38
6. Number of proposals received	20
7. Who evaluated the proposals?	<p>Bernice Straub          Laurie Spencer, MD          Larry Levi-Daly City Parole          Ken Pessa-Probation          Jonathan S. Mesinger, Ph.D- Community Health Clinics          Fred Koehler          Cheryl Walker-Mental Health Program Office          Cliff Rubenstein- Probation</p>
8. In alphabetical order, names of proposers (or finalists, if applicable) and location	<ol style="list-style-type: none"> <li>1. Asian American Recovery Services- Daly City</li> <li>2. El Centro de Libertad- Redwood City</li> <li>3. FACES, Inc.-San Carlos</li> <li>4. Project 90- San Mateo</li> <li>5. Pyramid Alternatives-Pacificca</li> <li>6. Women's Recovery Association- Burlingame</li> <li>7. Youth and Family Assistance- Redwood City</li> </ol>

G:\SHARED\RFPMATRIX.doc

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

---

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS WITH FOURTEEN PROVIDERS OF FEE-FOR-SERVICE BASED ALCOHOL AND DRUG TREATMENT SERVICES; AND AUTHORIZING THE DIRECTOR OF THE HUMAN SERVICES AGENCY TO EXECUTE AMENDMENTS; HOWEVER, AS TO EACH AGREEMENT, SUCH AUTHORITY IS LIMITED TO:**

- A) REDUCING THE COUNTY’S AGGREGATE MAXIMUM FISCAL OBLIGATION IN THE EVENT THERE IS A COMMENSURATE REDUCTION IN THE FUNDING RECEIVED BY THE COUNTY;**
- B) INCREASING THE COUNTY’S AGGREGATE MAXIMUM FISCAL OBLIGATION IN THE EVENT THERE IS A COMMENSURATE INCREASE IN THE FUNDING RECEIVED BY THE COUNTY; HOWEVER, SAID INCREASE SHALL BE LIMITED TO A TOTAL OF \$25,000 PER FUNDING SOURCE; AND/OR**
- C) REALLOCATING FUNDING AND UNITS OF SERVICE BETWEEN THE DIFFERENT CONTRACTED MODALITIES AS LONG AS THE CHANGES HAVE NO IMPACT ON THE COUNTY’S MAXIMUM FISCAL OBLIGATION**

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California,  
that

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance fourteen Agreements reference to which is hereby made for further particulars, whereby: 1) Asian American Recovery Services; 2) Avalon Counseling Services; 3) Daytop Village, Inc.; 4) El Centro de Libertad; 5) Free at Last; 6) Horizon Services, Inc.; 7) The Latino Commission; 8) Project Ninety, Inc.; 9) Pyramid Alternatives; 10) Service League of San Mateo County; 11) Sitike Counseling Center; 12) Walden House, Inc.; 13) Women’s Recovery Association, and 14) Youth and Family Enrichment Services

will provide alcohol and drug treatment services under Contract with the County of San Mateo; and

**WHEREAS**, this Board has been presented with forms of these Agreements and has examined and approved them as to both form and content and desires to enter into these Agreements.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED**, that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Agreements for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

**BE IT FURTHER RESOLVED**, that the Director of the Human Services Agency shall be authorized to execute subsequent amendments and minor modifications thereto during the initial term of these Agreements and minor modifications thereto during the initial term of these Agreements; however, as to each Agreement, such authority is limited to:

- a) reducing the County's aggregate maximum fiscal obligation in the event there is a commensurate reduction in the funding received by the County;
  - b) increasing the County's aggregate maximum fiscal obligation in the event there is a commensurate increase in the funding received by the County; however, said increase shall be limited to a total of \$25,000 per funding source; and/or
- reallocating funding and units of service between the different contracted modalities as

long as the changes have no impact on the County's maximum fiscal obligation.



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**ASIAN AMERICAN RECOVERY SERVICES, INC.**

**For the period of**

**July 1, 2003 through June 30, 2004**

Agency Contact:  
***Ernie Bednar***  
***Human Services Analyst***  
**(650) 802 -7675**

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

WITNESSETH:

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

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

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

**1. Exhibits and Attachments**

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

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

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

Exhibit C: Outcome Based Management (OBM) and Budgeting Responsibilities

Attachment 1: Compliance with Section 504

Attachment 2: Fingerprinting Compliance

Attachment 3: HIV/AIDS Services

Attachment 4: Payment Procedures

Attachment 5: Monitoring Procedures

Attachment 6: Program Specific Requirements

Attachment 7: Equal Benefits Compliance

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

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

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

**3. Payments**

**Maximum Amount**

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

1) ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term.

2) SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607) for SB223 funded drug testing services described in Exhibit A for the Contract term.

3) EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the Contract term.

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

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

**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 sixty (60) days after the date Contractor renders the services. 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.

**Availability of Funds**

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

E. **Program Budget**

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

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

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

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

**Contract Re-negotiation**

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2004, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2004 to May 15, 2004 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2004, to submit the document for processing by June 1, 2004, and finalize the Agreement by July 1, 2004, subject to receipt of necessary information from the state budget.

**Treatment Services For Which Payment is Made Under This Agreement**

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



**4. Relationship of Parties**

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

**5. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

**6. Insurance**

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

1) Workers' Compensation and Employer's Liability Insurance  
Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full

statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

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

2) Liability Insurance

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

Such insurance shall include:

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

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

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

**7. Non-Discrimination**

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

A. Section 504 of the Rehabilitation Act of 1973

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

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

**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.

**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.

**Equal Benefits Ordinance Compliance**

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

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

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

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

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

- a) Examine Contractor's employment records with respect to compliance with this paragraph; and/or

b) Set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

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

**8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

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

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

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

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

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever

been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

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

**9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

**10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

**11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, quality assurance, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. 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.

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.

**Meet and Confer/Mediation**

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

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

A. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

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

**15. Notices**

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

- (1) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
- (2) in the case of Contractor, to:  
Asian American Recovery Services, Inc.  
134 Hillsdale Blvd.  
Daly City, CA 94014

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: \_\_\_\_\_

ASIAN AMERICAN RECOVERY SERVICES, INC.

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

\_\_\_\_\_  
Signature

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

**EXHIBIT A (Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**and SB 223 Funded Alcohol and Drug Treatment Services**  
**ASIAN AMERICAN RECOVERY SERVICES**  
**July 1, 2003 through June 30, 2004**

These alcohol and drug treatment and drug testing services, funded through State Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 funds, are designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/ Proposition 36 Team. Contractor will comply with the Department of Alcohol and Drug Programs (ADP) Emergency Adoption of Chapter 2.5, commencing with Section 9500, Division 4, Title 9, California Code of Regulations Substance Abuse and Crime Prevention Act of 2000, and OMB Circulars A-87 and A-122. Contractor's SACPA/



Proposition 36 funded alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

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

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

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

1. Purchase appropriate small office equipment for residential treatment program.
2. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by the County.

**B. SACPA/Proposition 36 Treatment Readiness Services:**

Contractor’s basic treatment readiness services will be culturally and language appropriate for individuals who are Filipino or Pacific Islander. Contractor’s treatment readiness services will be designed to engage and retain program participants until an opening is available in an ongoing alcohol and drug treatment program. Contractor will provide the following basic treatment readiness services:

1. An Intake and assessment (utilizing the Addiction Severity Index [ASI]).
2. Random urine screening.
3. Treatment planning and aftercare planning in conjunction with each program participants.

4. ASI follow-up at 3-months and 9-months after intake for each program participant.
5. Follow-up with Probation/Parole as required and requested.
6. Four (4) weeks of alcohol and drug treatment services including: three (3) one hour individual sessions per week and group interventions, as needed, covering the issues of denial and defensiveness, understanding addiction and its consequences, abstinence and recovery, post acute withdrawal symptoms, and urine screening.
7. Access to ancillary services including: 12-step programs, referrals to community resources and home visits (as needed), and family education on substance abuse and lifestyle.
8. A total of twelve (12) hours of non-residential alcohol and drug recovery services monthly per program participant.

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

1. An Intake and assessment (utilizing the Addiction Severity Index [ASI]. The duration of the Intake/assessment will be a minimum of one and one half hours per client.
2. ASI follow-up at 3-months and 9-months after intake for each program participant
3. A one-hour program orientation per program participant after official admission to the program.
4. Random urine screening for each program participant.
5. Development of a treatment plan in conjunction with each program participant, which will include aftercare planning.
6. Follow-up with Probation/ Parole as required and requested.
7. A minimum of 6 months of treatment, including 4 individual counseling and 8 group counseling sessions per month, will be provided to each program participant.
8. Program activities and curriculum such as: workshops on topics such as drug and alcohol education, parenting skills, and health

issues; relapse prevention therapy groups, referrals to community resources, home visits, family assessment and service referrals.

9. Access to ancillary services which may include: legal support, vocational and job training, HIV/AIDS testing and education, health/mental health care, ESL/GED literacy assistance and supportive education, job search, Healthy Start programs, and recreational, family and community activities.
10. Aftercare planning and services will be provided for 6 months following completion of treatment program. Aftercare services will include: Four hours of relapse prevention services each month including: on-going program activities and support groups, home visits and referral to follow-up programs.

D. SACPA/Proposition 36 Intensive Outpatient Day Care Rehabilitative Alcohol and Drug Treatment Services:

Contractor's basic intensive outpatient daycare rehabilitative (DCR) services will be culturally and language appropriate for individuals who are Filipino or Pacific Islander. Contractor's basic intensive outpatient services will include:

1. An Intake/assessments (utilizing the Addiction Severity Index [ASI]), will be provided Monday through Thursday, for a minimum of one and one half hours per program participant.
2. A one-hour program orientation per program participant after official admission to the program.
3. The development of a treatment plan in conjunction with each program participant, which will include aftercare planning.
4. A Psycho-education group, Mondays from 9:00 a.m. to noon.
5. Relapse prevention/acupuncture, Wednesdays from 9:00 a.m. to 1:00 p.m. (including lunch break).
6. Individual counseling, one (1) hour, one(1) to two (2) times per week, depending on the needs of the individual program participant.
7. Family sessions/home visits, scheduled according to program participant needs and schedule; one and one half hours per session.
8. Family-oriented, drug-free recreational/social skills group, four (4) to five (5) hours per month, as part of program participant's

planning and goal setting objectives.

9. ASI follow-up at 3-months and 9-months after intake for each program participant
10. A minimum of 12 group counseling sessions per month, per program participant.
11. Program activities and curriculum that will include workshops on topics such as drug and alcohol education, parenting skills and health issues, relapse prevention therapy groups, referral to community resources, home visits, family assessment and service referrals.
12. Access to ancillary services which may include: legal support, vocational and job training, HIV/AIDS testing and education, health/mental health care, ESL/GED literacy assistance and supportive education, job search, Healthy Start programs, and recreational, family and community activities.
13. Aftercare planning and services will be provided for 6 months following completion of treatment program. Aftercare services will include: two hours of relapse prevention services each month including: on-going program activities and support groups, home visits and referral to appropriate follow-up programs.
14. Follow-up with Probation/Parole as required and requested.
15. Random urine screening for each program participant.

E. SACPA/Proposition 36 Residential Alcohol and Drug Treatment Services  
Contractor's basic residential services will be culturally and language appropriate for individuals who are Filipino or Pacific Islander. Contractor will provide three (3) treatment beds for San Mateo County residents. Contractor's basic residential services will include the following:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Individual and group counseling, family groups, the 12-step model of recovery, introduction to Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) meetings, life skills training, transportation, relapse prevention, and aftercare planning.

3. Access to ancillary support services including: 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive education, and access to services to address health/mental health issues.

F. SACPA/Proposition 36 Aftercare Treatment Services:

Contractor's aftercare services will focus mainly on SACPA/ Proposition 36 program participants who have completed the program requirements for both the regular outpatient and the intensive outpatient services. Aftercare will be provided once a week for two (2) hours during the evening for six month per program participant. Contractor's basic aftercare outpatient services will include:

1. An Intake and assessment (utilizing the Addiction Severity Index [ASI]).
2. The Development of a treatment plan in conjunction with each program participant
3. A curriculum that will address: maintaining abstinence, establish structure, support and accountability, preventing relapse, relapse risk factors and warning signs, stress reduction and management, self-esteem issues, relationship inventory, career/employment assessment, and identification of community resources related to recovery goals.
4. Activities will include: ongoing assessment to determine program participant's progress and stability, group sessions, individual sessions (as needed), family meetings and home visits, and exploration and attendance in community self-help meetings including 12-step meetings.
5. Follow-up with Probation/Parole as required and requested.
6. Random urine screening for each program participant.

II. **SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

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

SACPA/Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treatment provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Services Social Worker.

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

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

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term. County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor:

A. Start-up Payment Rates:

From these funds County shall pay this Contractor an advanced payment of ONE THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$1,680) for residential alcohol and drug treatment services start-up costs for the SACPA/ Proposition 36 services in accordance with the approved start-up budget, for start-up activities outlined above. Contractor's start-up activities will take place during the first thirty (30) days of the Contract term and will comply with Section III.A.1. of Attachment 6. Payment shall be based on estimate of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and costs will be made upon submission of receipts by Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/ Proposition 36 start-up funds exceed ONE THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$1,680).

B. Treatment Service Rates:

County shall pay Contractor at the rate of:

1. \$44.66 per available staff hour for treatment readiness services.

2. \$49.18 per available staff hour for outpatient alcohol and drug treatment services.
  3. \$150.00 per visit day for intensive outpatient alcohol and drug treatment services.
  4. \$135.38 per bed day for residential treatment services, including food, shelter and other basic needs.
  5. \$44.49 per available staff hour for aftercare treatment services.
- C. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services.
- D. Contractor's monthly itemized bill will include:
1. Name of program participants receiving SACPA/Proposition 36 funded services, modality (treatment readiness, outpatient, intensive outpatient, residential and aftercare), and name of referring SACPA/Proposition 36 team member for each program participant.
  2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and modality.
  3. Number of group counseling hours provided, by program participant, by modality.
  4. Number of staff hours for alcohol and drug treatment services, by modality with the exception of residential treatment services.
  5. Number of visit days for intensive outpatient.
  6. Total amount of the bill for each month, by modality.
  7. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**IV. SB 223 FUNDED DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability

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

A. Drug Testing Methods:

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

B. Guidelines for Drug Testing:

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

C. SB 223 Drug Testing Payment Rates:

In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607). County shall pay Contractor as follows:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.



2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.
  - c) Total amount of the bill for SB 223 drug testing services for each month.
3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT B (Fee-For-Service Agreement)**

**Drug Court Alcohol and Drug Treatment Services and Payments**

**ASIAN AMERICAN RECOVERY SERVICES**

**July 1, 2003 through June 30, 2004**

Contractor will provide the following Drug Court alcohol and drug treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's Drug Court alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants" who are referred by San Mateo County Drug Court Teams to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

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

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

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

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

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

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

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

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

In full consideration of the Drug Court funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed:

- A. EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the Contract term for CDCI funded treatment services.
- B. From these funds County shall pay Contractor at the rate of: \$27.00 per individual and group counseling hour provided for CDCI funded nonresidential alcohol and drug treatment services.
- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these Drug Court alcohol and drug treatment services.
- D. Contractor's monthly itemized bill will include the following:
  - 1. Name of program participants receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member for each program participant, and funding source (CDCI).
  - 2. Dates services were provided, the number of individual counseling hours provided, broken down by program participant and funding source.
  - 3. Number of group counseling hours provided, broken down by program participant and funding source.
  - 4. Number of staff hours, and funding source.
  - 5. Total amount of the bill for each month, for each funding source.
  - 6. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.
  - 7. Nonresidential services will be billed by individual and group counseling hours provided.

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**ASIAN AMERICAN RECOVERY SERVICES, INC.**  
**July 1, 2003 through June 30, 2004**

**I. Contractor's Responsibilities**

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

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

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

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

**ATTACHMENT 1**

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

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

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements

imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

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

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

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

\_\_\_\_\_  
Person – Type or Print Name of 504

Asian American Recovery Services 134 Hillside Blvd  
Name of Contractor(s) Type or Print Street Address or P.O. Box

Daly City, CA 94014  
City State Zip Code

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

\_\_\_\_\_  
Date Signature and Title of Authorized Official

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

**ATTACHMENT 2**  
**FINGERPRINTING COMPLIANCE**  
**Agreement with**  
**ASIAN AMERICAN RECOVERY SERVICES, INC.**  
**July 1, 2003 through June 30, 2004**

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s)

under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

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

\_\_\_\_\_  
Title

\_\_\_\_\_

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**ASIAN AMERICAN RECOVERY SERVICES, INC.**  
**July 1, 2003 through June 30, 2004**

- I. Contractor will provide the following HIV/AIDS services which are part of all Contractors basic alcohol and drug treatment program(s):
  - A. Contractor's program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - B. Contractor's staff will attend a minimum of two (2) hours of HIV update training specifically designed for counselors in alcohol and drug recovery programs. This requirement may be met by attendance at the San Mateo County AIDS Program in-service for alcohol and drug treatment staff, or

equivalent training approved by the Alcohol and Drug Services Administrator. Seventy-five percent (75%) of Contractor's staff will receive this training.

- C. Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS as a recovery issue, risk assessment and prevention education, culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change. Contractor must have up-to-date information readily available for participants on HIV testing and counseling, needle exchange programs and written information on HIV/AIDS and Hepatitis A, B and C. Contractor must also make access to condoms available to all program participants.
- D. Contractor will consult with San Mateo County AIDS Program to determine the best way for the AIDS Program, or Contractor's staff trained by the AIDS Program, to deliver HIV/AIDS group education to program participants. HIV/AIDS group education for participants will occur monthly for two (2) hours, with participant attendance expected. Group education will be designed with recovery as a focus, and will include culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change.
- E. Contractor will coordinate with the Alcohol and Drug Services Administrator, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

#### **ATTACHMENT 4**

#### **Payment Procedures (Fee-For-Service Agreements) ASIAN AMERICAN RECOVERY SERVICES, INC. July 1, 2003 through June 30, 2004**

- 1. **Final Settlement Payment**  
Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.
- 2. **Required Fiscal Documentation**  
Prior to execution of this Agreement, Contractor will have submitted to County for review and approval an annual budget covering all contracted services under this Agreement.

- a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2004.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

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

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

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end Cost Report;
- l. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up after intake; and
- m. capacity/utilization report to the state.

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

**4. Documentation Required for Payment**

- a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

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



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

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

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

If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2004.

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

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

**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**ASIAN AMERICAN RECOVERY SERVICES, INC.**  
**July 1, 2003 through June 30, 2004**

**I. CONTRACTOR'S RESPONSIBILITIES**

- A. Reporting Requirements for Alcohol and Drug Treatment Services:
  1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten (10) calendar days after the end of each month.

2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

**VI. COUNTY'S RESPONSIBILITIES**

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
  1. monthly reports;
  2. financial reports such as annual budgets, cost allocation plans, and cost reports;
  3. quarterly expenses, revenues and units of service reports;
  4. quarterly narrative reports;
  5. outcome data/reports; and
  6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
  1. review of all pertinent participant records;

2. appropriate interviews/discussions with participants served by Contractor;
  3. review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement;
  4. meet with appropriate program management and operations staff; and
  5. conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits herein. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and
  6. a County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements) ASIAN AMERICAN RECOVERY SERVICES, INC. July 1, 2003 through June 30, 2004**

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

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

- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:  
Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

**II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS**

- A. Maintain alcohol and drug treatment program participant records that include the following:
  - 1. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);
  - 5. medical history;
  - 6. social history;
  - 7. alcohol and drug history;
  - 8. presenting problem;
  - 9. completed Addiction Severity Index (ASI);
  - 10. recovery plan;
  - 11. progress notes;
  - 12. closure summary/discharge plan;
  - 13. documented quarterly review by consultant/supervisor;
  - 14. signed release of information as required;
  - 15. signed consent to treatment; and
  - 16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.

- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.
- G. Contractor will be in compliance with the DAISY (Drug and Alcohol Information System for You) Web-Based Application.
  - 1. Contractor must participate and be in compliance with the Drug and Alcohol Information Systems for You (DAISY) system. DAISY is a centralized web-based application utilized by the County of San Mateo, Human Services Agency, Alcohol and Other Drug Services to manage client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. It is the Contractor's responsibility to ensure their staff attends the scheduled trainings. The ongoing ability to maintain compliance with DAISY is the responsibility of the Contractor.
  - 2. In connection with the DAISY system, the County and contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.

### III. **PROGRAM CERTIFICATION**

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

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

2. make use of available community resources, including recreational resources;
3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive these services.

B. Underserved Populations Requirements:

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
  - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs and/or alcohol and drug related materials in order to meet the needs of the people in the community(ies) served by Contractor.
  - b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
  - c. Special and/or underserved populations include the following:
    - 1) non-English speaking;
    - 2) hearing impaired;
    - 3) physically impaired;
    - 4) gay/lesbian;
    - 5) elderly (for adult services);
    - 6) pregnant women;
    - 7) HIV-positive;
    - 8) persons with a co-occurring disorder; and
    - 9) diverse cultures.
2. Demonstrate a commitment, in good faith, to recruit and retain program staff who can communicate with and relate to diverse populations.
3. Assure that Contractor's program staff receive training that addresses the prevention and treatment issues and approaches relevant to the special and/or underserved populations designated in Paragraph B.1.c. above.

- C. Program participants who fall into the following categories will be considered to have a co-occurring disorder. Contractor will abide by the following definitions and protocol for such individuals:
1. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.
    - b. Category II - complex mental health issues and substance use disorders:

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

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

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

- D. Administrative Requirements:
1. Allow San Mateo County Drug and Alcohol Advisory Board (DAAB) members to visit Contractor's program site(s) at a mutually agreed time. One (1) day advance notification will suffice when a member of the DAAB and the Alcohol and Drug Services Administrator, agree that an immediate visit is necessary.
  2. Provide statistical information upon reasonable request of County.
- E. Facility Requirements:
1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.
  2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
  3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.
- F. Governance and Operational Requirements:
1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
  2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
    - a. A conflict of interest policy applicable to all of Contractor's program employees, which includes, but is not limited to, financial conflict of interest.
    - b. Personnel policies that discuss the following:



- 1) Criteria regarding employment of disabled people, including recovering alcohol and drug abusers, for each position, including the minimum length of recovery required for each position.
    - a) Include criteria regarding the employment of current program participants.
  - 2) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
- c. Program eligibility standards and policies and procedures for admission to and termination from the program.
  - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
  - e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.
  - f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
  - g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
    - 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
    - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
    - 3) Health and Safety Code Section 11812(c).
    - 4) The Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.
- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

- G. Conflict of Interest Requirements:
  - 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
  - 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
  - 3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:

- a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
  - 1) Any member of Contractor's governing board.
  - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
  - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
  
- b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.
  - 1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.
  - 2) If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

**IV. FISCAL CERTIFICATIONS**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. below, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.

1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
1. Contractor will perform audit according to standard accounting practices.
  2. This expense is an allowable cost in Contractor's program budget.
  3. If County reasonably believes that the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.

**ATTACHMENT 7**  
**COUNTY OF SAN MATEO**

## Equal Benefits Compliance Declaration Form

### I. Vendor Identification

Name of Contractor: Asian American Recovery Services, Inc.

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 2003 at \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Title

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**Asian American Recovery Services, Inc.**  
**July 1, 2003 through June 30, 2004**

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

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. The inability of a Contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract. (Required by NNA Amendment 1 2002-03, Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

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

3. Confidentiality of Information:

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

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

4. Nondiscrimination in Employment:

- A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

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

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, 2002-03, Exhibit B, Paragraph Q.4)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Reference : Executive Order D-10-99 and Department of General Services Management Memo 00-02)

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

7. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to the state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
  8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement.



Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.

- E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.
  - 1. County has the option to retain ownership of capital equipment purchased with contract funds.
- F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

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

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



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**AVALON COUNSELING SERVICES**

**For the period of**

**July 1, 2003 through June 30, 2004**

Agency Contact:  
***Ernie Bednar***  
***Human Services Analyst***  
**(650) 802 -7675**

**FEE-FOR-SERVICE AGREEMENT WITH  
AVALON COUNSELING SERVICES  
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and, AVALON COUNSELING SERVICES, hereinafter called "Contractor";

W I T N E S S E T H:

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

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

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

**2. Exhibits and Attachments**

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

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

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

Exhibit C: Outcome Based Management (OBM) and Budgeting Responsibilities

Attachment 1: Compliance with Section 504

Attachment 2: Fingerprinting Compliance

Attachment 3: HIV/AIDS Services

Attachment 4: Payment Procedures

Attachment 5: Monitoring Procedures

Attachment 6: Program Specific Requirements

Attachment 7: Equal Benefits Compliance

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

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

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

**4. Payments**  
**Maximum Amount**

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

1) ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term.

2) SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607) for SB223 funded drug testing services described in Exhibit A for the Contract term.

3) FIFTY SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the Contract term.

4 ) EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the Contract term.

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

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

**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 sixty (60) days after the date Contractor renders the services. 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.

**Availability of Funds**

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

E. **Program Budget**

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

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

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

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

**Contract Re-negotiation**

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2004, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2004 to May 15, 2004 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2004, to submit the document for processing by June 1, 2004, and finalize the Agreement by July 1, 2004, subject to receipt of necessary information from the state budget.

**Treatment Services For Which Payment is Made Under This Agreement**

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

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

**4. Relationship of Parties**

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

**5. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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.

**7. Insurance**

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

3) 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.

4) 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.....Waived
- (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.

3) 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.

**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.

**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.

**Equal Benefits Ordinance Compliance**

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

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

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

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

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



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

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

**8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

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

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.
- D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining

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

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

**9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

**10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

**11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, quality assurance, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. 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. 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**

B. 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 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.

**Meet and Confer/Mediation**

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

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

C. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

D. 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.

**16. Notices**

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

(2) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002

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

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

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

ATTEST:

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

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

AVALON COUNSELING SERVICES

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

\_\_\_\_\_  
Signature

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

**EXHIBIT A (Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**AVALON COUNSELING SERVICES**  
**July 1, 2003 through June 30, 2004**

These alcohol and drug treatment and drug testing services, funded through State Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 funds, are designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/ Proposition 36 Team. Contractor will comply with Title 9, Division 4, Chapter 2.5, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. Contractor's SACPA/ Proposition 36 alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services

described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

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

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

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

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, relapse prevention, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/ Parole as required.
  - a. Intake and evaluation will be scheduled with a licensed mental health clinician. Program participants will be diagnostically assessed for possible co-occurring psychiatric disorders.
2. Contractor’s basic outpatient treatment plan will include a minimum of 90 days of outpatient services, including: 4 individual counseling and 4 group counseling sessions, 9 group sessions including: family/partner groups, education, and relapse prevention, per month, per program participant.
  - a. Enhanced services will include up to 5 couple group sessions.
  - b. Psychiatric services may be made available on a limited basis. Program participants with co-occurring substance abuse disorders will receive 2-3 individual psychiatric sessions per month.
  - c. Based on individual treatment needs that are documented to warrant an extended period of treatment, program participants may remain in treatment up to one year.

3. Curriculum will include: evaluation by a licensed mental health clinician, diagnostic assessment for possible co-occurring substance abuse disorders, treatment planning and ongoing recovery support, education, case management and linkage to community resources, HIV/AIDS education, information and referral to ancillary services.
4. Ongoing and individualized discharge and aftercare planning throughout their participation in the program.
5. Access to ancillary services, which may include: legal support, HIV/AIDS testing, health/mental health care, literacy assistance and supportive educational training and job search.

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

Contractor will provide treatment readiness services to individuals on the alcohol and drug treatment services waiting list for treatment program openings. Services will be geared toward assisting individuals to become engaged and supported while waiting for a treatment opening.

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

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

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

**II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e., program participant admitted before a written referral/approval and ASI). If a SACPA/Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treatment provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Services Social Worker.
- C. All payments under this Agreement must directly support services specified in this Agreement.

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

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

- A. Treatment Service Rates  
County shall pay Contractor at the rate of \$88.70 per available staff hour for outpatient and treatment readiness alcohol and drug treatment services.
- B. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services.



- C. Contractor's monthly itemized bill will include:
1. Name of program participants receiving SACPA/Proposition 36 funded services, modality (outpatient or treatment readiness), and name of referring SACPA/Proposition 36 team member for each program participant.
  2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and modality.
  3. Number of group counseling hours provided, by program participant, by modality.
  4. Number of staff hours for alcohol and drug treatment services, by modality.
  5. Total amount of the bill for each month, by modality.
  6. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**IV. SB 223 FUNDED DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

A. Drug Testing Methods

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

B. Guidelines for Drug Testing

1. Drug testing must be used as a treatment tool.
2. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.

3. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
4. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
5. A single drug test shall not be the sole basis for:
  - a) determining unamenability to treatment, or
  - b) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
6. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

C. SB 223 Drug Testing Payment Rates

In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607). County shall pay Contractor as follows:

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

**EXHIBIT B (Fee-For-Service Agreement)**  
**Drug Court Treatment Services and Payments**  
**AVALON COUNSELING SERVICES**  
**July 1, 2003 through June 30, 2004**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's Drug Court alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", who are referred by San Mateo County Drug Court Teams to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

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

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

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

Contractor's basic CDCI funded nonresidential Drug Court services will include:

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

**II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial Track" Drug Court services, are funded through a federal Drug Court

Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002:

**A. DCP Trial Track Funded Nonresidential Alcohol and Drug Treatment Services:**

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

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

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

- A. Contractor will be reimbursed only for the actual services provided to Drug Court program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the Drug Court Team), and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of the Drug Court formal referral process as evidenced by the referral form which must be signed by an Alcohol and Drug Social Worker and the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If during the course of his/her care a Drug Court program participant needs to be transferred to a different program due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social

Worker, the program participant may need to be reassessed by the Alcohol and Drug Services Social Worker.

D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.

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

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

In full consideration of the Drug Court funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed:

- A. EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for CDCI funded treatment services.
- B. FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for DCP Trial Track funded treatment services.
- C. From these funds County shall pay Contractor at the rate of \$39.00 per individual and group counseling hour for CDCI and DCP Trial Track funded nonresidential alcohol and drug treatment services.
- D. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these Drug Court alcohol and drug treatment services, by funding source (CDCI or DCP Trial Track).
- E. Contractor's monthly itemized bill will include:
  - 1. Name of program participants receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member for each program participant, and funding source.

2. Dates services were provided, the number of individual counseling hours provided, broken down by program participant and funding source.
3. Number of group counseling hours provided each month, broken down by program participant and funding source.
4. Number of staff hours each month, by funding source.
5. Total amount of the bill for each month, for each funding source.
6. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.
7. Nonresidential services will be billed by individual and group counseling hours provided, by funding source.

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**AVALON COUNSELING CENTER**  
**July 1, 2003 through June 30, 2004**

**II. 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:

- G. attend planning and informational meetings;
- H. develop program performance and outcome measurements;
- I. collect and submit data necessary to fulfill measurement requirements;
- J. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- K. participate in a review of performance and outcome information; and
- L. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

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

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

**ATTACHMENT 1**

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

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

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

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

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

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

\_\_\_\_\_  
Person – Type or Print Name of 504

Avalon Counseling Services                      611 Veteran's Boulevard, Suite 116  
Name of Contractor(s)   -   Type or Print   Street Address or P.O. Box

Redwood City    CA    94063  
City    State    Zip Code

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

\_\_\_\_\_

Date

\_\_\_\_\_

Signature and Title of Authorized Official

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

**ATTACHMENT 2**

**FINGERPRINTING COMPLIANCE  
Agreement with  
AVALON COUNSELING SERVICES, INC.  
For  
Alcohol and Drug Treatment Services**

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

\_\_\_\_\_

Name (Signature)

\_\_\_\_\_

Title



\_\_\_\_\_  
Date

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**AVALON COUNSELING SERVICES**  
**July 1, 2003 through June 30, 2004**

- 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.
  - F. Contractor will coordinate with the Alcohol and Drug Services Administrator, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted

according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

**ATTACHMENT 4**  
**Payment Procedures (Fee-For-Service Agreements)**  
**AVALON COUNSELING SERVICES**  
**July 1, 2003 through June 30, 2004**

**1. Final Settlement Payment**

Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**3. 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, 2004.

b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

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

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

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;

- j. outcome objectives data/report;
- k. final/year-end Cost Report;
- l. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up after intake; and
- m. capacity/utilization report to the state.

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

**4. Documentation Required for Payment**

- a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
- c. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

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

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

- d. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- e. 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.
- f. 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.

**9. 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, 2004.

**10. 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 (Fee-For-Service Agreements)**  
**AVALON COUNSELING SERVICES**  
**July 1, 2003 through June 30, 2004**

**II. CONTRACTOR'S RESPONSIBILITIES**

A. Reporting Requirements for Alcohol and Drug Treatment Services:

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten (10) calendar days after the end of each month.
2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
6. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

**II. COUNTY'S RESPONSIBILITIES**

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
  - 2. monthly reports;
  - 2. financial reports such as annual budgets, cost allocation plans, and cost reports;
- 3. quarterly expenses, revenues and units of service reports;
  - 4. quarterly narrative reports;
  - 5. outcome data/reports; and
  - 6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
  - 1. review of all pertinent participant records;
  - 2. appropriate interviews/discussions with participants served by Contractor;
  - 3. review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement;
  - 4. meet with appropriate program management and operations staff; and
  - 5. conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits herein. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and
  - 6. a County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.

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

**ATTACHMENT 6**

**Program Specific Requirements (Fee-For-Service Agreements)  
AVALON COUNSELING SERVICES  
July 1, 2003 through June 30, 2004**

**I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 2. other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:  
Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

**II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS**

- A. Maintain alcohol and drug treatment program participant records that include the following:
  - 1. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;
  - 3. signed fee determination;
  - 4. re-determination of fee every twelve (12) months (except for residential treatment);

5. medical history;
  6. social history;
  7. alcohol and drug history;
  8. presenting problem;
  9. completed Addiction Severity Index (ASI);
  10. recovery plan;
  11. progress notes;
  12. closure summary/discharge plan;
  14. documented quarterly review by consultant/supervisor;
  14. signed release of information as required;
  15. signed consent to treatment; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.
- H. Contractor will be in compliance with the DAISY (Drug and Alcohol Information System for You) Web-Based Application.
3. Contractor must participate and be in compliance with the Drug and Alcohol Information Systems for You (DAISY) system. DAISY is a centralized web-based application utilized by the County of San Mateo, Human Services Agency, Alcohol and Other Drug Services to manage client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the

DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. It is the Contractor's responsibility to ensure their staff attends the scheduled trainings. The ongoing ability to maintain compliance with DAISY is the responsibility of the Contractor.

4. In connection with the DAISY system, the County and contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.

### **III. PROGRAM CERTIFICATION**

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

#### **A. Program Requirements:**

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

#### **B. Underserved Populations Requirements:**

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
  - b. 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:
- 2. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  - 2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:
 

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.
    - b. Category II - complex mental health issues and substance use disorders:

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

- c. Category III - serious mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

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

- D. Administrative Requirements:
  - 1. Allow San Mateo County Drug and Alcohol Advisory Board (DAAB) members to visit Contractor's program site(s) at a mutually agreed time. One (1) day advance notification will suffice when a member of the DAAB and the Alcohol and Drug Services Administrator, agree that an immediate visit is necessary.
  - 2. Provide statistical information upon reasonable request of County.
- E. Facility Requirements:
  - 1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.
  - 2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.

3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.
- G. Governance and Operational Requirements:
1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
  2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
    - a. A conflict of interest policy applicable to all of Contractor's program 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.
      - 3) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
    - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
    - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
    - e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.

- f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
  
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  
  - 4) Health and Safety Code Section 11812(c).
    - 4) Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
  
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.

- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

- 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
- 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
- 3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
  - a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
    - 1) Any member of Contractor's governing board.
    - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
    - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
  - b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.
    - 1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a

conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

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

#### **IV. FISCAL CERTIFICATIONS**

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

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

3. If County reasonably believes that the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
  8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.
- E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.

1. County has the option to retain ownership of capital equipment purchased with contract funds.

F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

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

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

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

**ATTACHMENT 7**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: Avalon Counseling Services

Contact Person: \_\_\_\_\_

Address: 611 Veterans Blvd., Suite 116

Redwood City, CA 94063

Phone Number: 650-364-0552



Fax Number: 650-299-1714

**II. Employees**

Does the Contractor have any employees?  Yes  No

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

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

**III. Equal Benefits Compliance (Check one)**

Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.

Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.

No, the Contractor does not comply.

The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

**IV. Declaration**

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

\_\_\_\_\_  
Signature Name (Please print)

\_\_\_\_\_  
Title Date

**ATTACHMENT 8  
Additional Negotiated Net Amount (NNA) Requirements  
Avalon Counseling Services  
July 1, 2003 through June 30, 2004**

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

- 3. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an

explanation to this Agreement. The inability of a Contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract. (Required by NNA Amendment 1 2002-03, Exhibit B, Paragraph I.)

4. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - E. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - F. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - G. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - H. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

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

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

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

7. Nondiscrimination in Employment:

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

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

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

8. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, 2002-03, Exhibit B, Paragraph Q.4)

9. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Reference : Executive Order D-10-99 and Department of General Services Management Memo 00-02)

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

8. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**DAYTOP VILLAGE, INC.**

**For the period of**

**July 1, 2003 through June 30, 2004**

Agency Contact:  
**Ernie Bednar**  
*Human Services Analyst*  
**(650) 802 -7675**

**FEE-FOR-SERVICE AGREEMENT WITH  
DAYTOP VILLAGE, 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, DAYTOP VILLAGE, INC., hereinafter called "Contractor";

WITNESSETH:

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

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

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

**3. Exhibits and Attachments**

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

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

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

Exhibit C: CSAT HIV "Door-to-Treatment" Services Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit D: Outcome Based Management (OBM) and Budgeting Responsibilities

Attachment 1: Compliance with Section 504

Attachment 2: Fingerprinting Compliance

Attachment 3: HIV/AIDS Services

Attachment 4:	Payment Procedures
Attachment 5:	Monitoring Procedures
Attachment 6:	Program Specific Requirements
Attachment 7:	Equal Benefits Compliance
Attachment 8:	Additional State Negotiated Net Amount (NNA) Requirements

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

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

**5. Payments**

**Maximum Amount**

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

1) ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term.

2) SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607) for SB223 funded drug testing services described in Exhibit A for the Contract term.

3) FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the Contract term.

4) EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the Contract term.

5) ONE HUNDRED THOUSAND DOLLARS (\$100,000) for CSAT HIV "Door-to-Treatment" services funded alcohol and drug treatment services described in Exhibit C for the Contract term.

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

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her

designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**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 sixty (60) days after the date Contractor renders the services. 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.

**Availability of Funds**

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

**E. Program Budget**

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

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

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

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

**Contract Re-negotiation**

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2004, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2004 to May 15, 2004 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to

provide all contract parameters and requirements to Contractor by February 15, 2004, to submit the document for processing by June 1, 2004, and finalize the Agreement by July 1, 2004, subject to receipt of necessary information from the state budget.

**Treatment Services For Which Payment is Made Under This Agreement**

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

**4. Relationship of Parties**

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

**5. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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.

**8. Insurance**

A. Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section



has been obtained and such insurance has been approved by the Director of the Human Services Agency and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

5) 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.

6) 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.

4) 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.

**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.

**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.

**Equal Benefits Ordinance Compliance**

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

E. Violation of the Non-Discrimination Provisions

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

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

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

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

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

**8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

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

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

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

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

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

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

**9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

**10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

**11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, quality assurance, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. 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.

D. 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**

C. 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.

**Meet and Confer/Mediation**

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

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

E. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

F. 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.

**17. Notices**

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

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

(4) in the case of Contractor, to:  
Daytop Village Inc.  
631 Woodside Road  
Redwood City, CA 94061

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

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

ATTEST:

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

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

DAYTOP VILLAGE, INC.

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

\_\_\_\_\_  
Signature

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

**EXHIBIT A (Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2003 through June 30, 2004**

These alcohol and drug treatment and drug testing services, funded through State SACPA/ Proposition 36 and SB223 funds, are designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. Contractor will comply with Title 9, Division 4, Chapter 2.5, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations, and OMB Circulars A-87 and A-122. Contractor's SACPA/Proposition 36 funded alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required for the provision of services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

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

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

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



literacy assistance, HIV/AIDS testing and education, health/mental health care, and supportive educational training, and 12-step groups.

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

Contractor's basic intensive outpatient services will also be made available in the evenings, and will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), relapse prevention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic intensive outpatient services will include a minimum of 4 individual and 6 group counseling sessions per month, per program participant.
3. Curriculum will include: treatment planning, individual and group counseling, didactic and experiential learning, substance abuse education, denial, family function, criminal thinking, the disease model of addiction, co-dependency, the effects of addiction on families, relapse and recovery, cravings and abstinence, and introduction to 12-step models of AA and NA.
  - a. Enhanced services will include up to 5 couple group sessions.
  - b. Psychiatric services may be made available on a limited basis. Program participants with co-occurring substance abuse disorders will receive 2-3 individual psychiatric sessions per month.
4. Access to ancillary services which may include: transportation, family counseling, domestic violence counseling, GED classes, literacy assistance, HIV/AIDS testing and education, health/mental health care, and supportive educational training, and 12-step groups.

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

Contractor's basic day treatment services will include:

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

2. Contractor's basic day treatment services will include a minimum of 2 individual and 12 group counseling sessions per month, per program participant, transportation to and from Contractor's facility if needed.
3. Curriculum will include: treatment planning, individual and group counseling, didactic and experiential learning, substance abuse education, denial, family dysfunction, criminal thinking, the disease model of addiction, co-dependency, the effects of addiction on families, relapse and recovery, cravings and abstinence, and introduction to 12-step models of AA and NA.
4. Access to ancillary services which may include: transportation, legal support, HIV/AIDS testing and education, health and mental health care, literacy assistance and supportive educational training, and job search.

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

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

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

II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an

Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.

- B. Reimbursements will not be approved retroactively (i.e., program participant admitted before a written referral/approval and ASI). If a SACPA/Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- C. All payments under this Agreement must directly support services specified in this Agreement.

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

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

A. Treatment Service Rates

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

1. \$40.00 per available staff hour for outpatient treatment services;
2. \$52.00 per available staff hour for intensive outpatient treatment services;
3. \$49.00 per treatment visit day for day treatment services, including light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation); and
4. \$70.00 per bed day, per individual served, for 24 hours of residential services, including food, shelter, and other basic needs.
5. \$100.00 per bed day, per individual served, for 24 hours of residential services for program participants with co-occurring disorders, including food, shelter, and other basic needs

- B. A separate billing and record keeping system will be kept by Contractor for those individual receiving these SACPA/Proposition 36 alcohol and drug treatment services. A separate billing will be submitted for each of the

modalities described above.

- C. Contractor's monthly itemized bill will include:
1. Name of program participant receiving SACPA/Proposition 36 funded services, by modality (outpatient, intensive outpatient, day treatment, intensive day treatment, residential, and residential for co-occurring disorders) and the name of the referring SACPA/Proposition 36 team member.
  2. Dates services were provided, and the number of units of service (treatment visit days for day treatment), bed days (for residential), individual counseling hours, and group counseling hours (for outpatient and intensive outpatient) provided for each modality, broken down by program participant.
  3. Number staff hours by modality, with the exception of residential treatment services.
  4. A total amount of the bill for each modality.
  5. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

#### IV. **SB 223 DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

- A. Drug Testing Methods  
Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but are not limited to, a urine test, a blood test, saliva test, and breath alcohol test.
- B. Guidelines for Drug Testing
1. Drug testing must be used as a treatment tool.
  2. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.

3. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
4. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
5. A single drug test shall not be the sole basis for:
  - a) determining unamenability to treatment, or
  - b) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
6. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

C. SB 223 Drug Testing Payment Rates

In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607). County shall pay Contractor as follows:

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

**EXHIBIT B (FEE-FOR-SERVICE AGREEMENT)**  
**DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL  
AND DRUG TREATMENT SERVICES**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2003 through June 30, 2004**

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

**I. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial Track" Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002:

**A. Residential Alcohol and Drug Treatment Services**

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

1. Intake, assessment (utilizing the Addiction Severity Index (ASI), food, shelter and other basic needs, treatment planning, follow-up at 3-months and 9-months after intake for each program participant, relapse prevention, case management, aftercare planning, follow-up for each program participant, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.

3. Access to ancillary support services that may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search, and medical/mental health assessments to those program participants identified as having special needs.

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

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

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

In full consideration of the Drug Court funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed:

- A. FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for DCP Trial Track funded treatment services.
- B. From these funds County shall pay Contractor at the rate of \$55.00 per bed day, per individual served, for services provided for DCP Trial Track funded residential alcohol and drug treatment services, including food, shelter and other basic needs.
- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving DCP Trial Track funded Drug Court alcohol and drug treatment services.
- D. Contractor's monthly itemized bill will include the following:
  - 1. Name of program participants receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member for each program participant, and funding source (DCP Trial Track).
  - 2. Dates services were provided for Drug Court alcohol and drug treatment services, broken down by program participant and funding source.
  - 3. Number of bed-days provided each month for each funding source.
  - 4. Total amount of the bill for each month, for each funding source.
  - 5. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT C (Fee-For-Service Agreement)**  
**Center For Substance Abuse Treatment HIV "Door-to-Treatment" Funded Alcohol  
and Drug Treatment Services**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2003 through June 30, 2004**



These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including: 1) women, 2) adolescents, 3) men who inject drugs, 4) men who have sex with men, and 5) individuals released from incarceration within the past two years. Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-treatment” grant. Contractor shall provide adult and adolescent residential alcohol and drug treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

**I. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED “DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES**  
Admit to Contractor’s alcohol and drug treatment services, program participants who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant:

A. Adult Residential Alcohol and Drug Treatment Services:  
Contractor will provide the following adult residential alcohol and drug treatment services:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, food, shelter and other basic needs, treatment planning (in conjunction with the program participant), clinical/case

management, addiction education and intervention, relapse prevention and aftercare planning, urine screening, and follow-up at 3-months and 9-months after intake for each program participant.

2. A structured 6 to 12 month program including group and individual counseling to address recovery issues including: drug/alcohol use history, behavioral therapy, co-occurring disorder, family history, relationships, anti-social and/or criminal thinking and behavior, legal issues, social skills, education and vocational needs, on-site family services and psychopharmacological interventions.
3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, family counseling, literacy assistance and supportive educational and vocational training, job search, and medical/mental health assessments to those program participants identified as having co-occurring disorders.

B. Adult Alcohol and Drug Day Treatment Services:

Contractor will provide the following adult alcohol and drug day treatment services:

5. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), relapse prevention, aftercare planning, urine screening, and follow-up at 3-months and 9-months after intake for each program participant.
6. Contractor's basic day treatment services will include a minimum of 2 individual and 12 group counseling sessions per month, per program participant, transportation to and from Contractor's facility if needed.
7. Curriculum will include: treatment planning, individual and group counseling, didactic and experiential learning, substance abuse education, denial, family dysfunction, criminal thinking, the disease model of addiction, co-dependency, the effects of addiction on families, relapse and recovery, cravings and abstinence, and introduction to 12-step models of AA and NA.
8. Access to ancillary services which may include: transportation, legal support, HIV/AIDS testing and education, health and mental health care, literacy assistance and supportive educational training, and job search.

C. Adolescent Residential Alcohol and Drug Treatment Services:

Contractor will provide the following adolescent residential alcohol and drug treatment services:

1. Intake, assessment (using the Addiction Severity Index [ASI]), individual treatment plan (in conjunction with the program participant), recovery planning, individual and group counseling, family counseling for families of program participants, case management services, follow-up at 3 months and 9 months after intake for each program participant.
2. Develop an aftercare plan with each program participant prior to participant's completion of program. Plan will include support for continued recovery, relapse prevention, education, aftercare planning, and continuing linkages with community services.
3. Review all medical needs of program participants and make referrals as required.
4. Provide program participants with a minimum of twenty (20) hours of structured programming per week.
9. Provide or facilitate at least one alcohol and drug free socialization activity for participants.
6. Make available ancillary support services including HIV/AIDS testing and education, literacy assessment and training, and basic education assessment and instruction.
7. Make accessible twelve-step groups, including Alcoholics Anonymous (AA), and Narcotics Anonymous (NA).

D. Adolescent Alcohol and Drug Day Treatment Services:

Contractor will provide the following adolescent alcohol and drug day treatment services:

1. Intake, assessment (using the Addiction Severity Index [ASI]), individual treatment plan (in conjunction with the program participant), aftercare planning, individual and group counseling, family counseling for families of program participants, case management services, follow-up at 3 months and 9 months after intake for each program participant.
2. Contractor will provide adolescent day treatment services six (6) days per week, nine (9) hours per day on school days, three (3) hours per day on non-school days, including:
  - a. Up to nine (9) hours of structured programming per week (not including education hours);

- b. up to six (6) hours of general education assessment and instruction; and
  - c. up to six (6) hours of special education assessment and instruction.
- 3. Contractor's program curriculum will include: individual and group counseling, family counseling (for families of program participants); HIV/AIDS support services including individual and group HIV/AIDS counseling, medical follow-up, testing and education; and aftercare counseling for program participants and their families prior to the program participant's completion of program. The aftercare plan will include support for continued recovery, relapse prevention, education, and linkages with HIV/AIDS community services.
- 4. Make accessible twelve-step groups, including Alcoholics Anonymous, and Narcotics Anonymous.
- 5. Review all medical needs of program participants and make referrals as required.
- 6. Provide or facilitate at least one alcohol- and drug-free socialization activity for participants.
- 7. Provide program participants with a minimum of twenty (20) hours of structured programming per week.

**II. CSAT/HIV "DOOR-TO-TREATMENT" REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to CSAT/HIV "Door-to-Treatment" program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a CSAT/HIV "Door-to-Treatment" program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.

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

**III. CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV “Door-to-Treatment” funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

A. Alcohol and Drug Treatment Rates

From the aggregate funds County shall pay Contractor at the following rates:

1. \$70.00 per bed day for adult residential alcohol and drug treatment services, including food, shelter and other basic needs;
2. \$100.00 per bed day for adult residential alcohol and drug treatment services for adults who are diagnosed with a co-occurring disorder as defined in Section III.C. of Attachment 6, including food, shelter and other basic needs;
3. \$49.00 per treatment visit day for adult alcohol and drug day treatment services, including light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation);
4. \$169.00 per bed day for adolescent residential alcohol and drug treatment services, including food, shelter and other basic needs; and
5. \$100.00 per treatment visit day for adolescent alcohol and drug day treatment services, including light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation).

- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV “Door-to-Treatment” alcohol and drug treatment services. A separate billing will be submitted for each modality (adult residential, adult residential with co-occurring disorders, adult day treatment, adolescent residential, and adolescent day treatment services).

- C. Contractor's monthly itemized bill will include the following:
1. Name of program participant receiving CSAT/HIV "Door-to-Treatment" funded services, by modality, and the name of the referring County Alcohol and Drug Social Worker.
  2. Dates services were provided, the number of bed days provided for residential, or number of visit days provided for day treatment services, broken down by program participant, by modality.
  3. Number of staff available hours provided for day treatment services each month.
  4. Number of groups and individual counseling hours provided for day treatment services.
  5. Total amount of the bill for each month, by modality.
  6. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT D**  
**Outcome Based Management and Budgeting Responsibilities**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2003 through June 30, 2004**

**III. 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:

- M. attend planning and informational meetings;
- N. develop program performance and outcome measurements;
- O. collect and submit data necessary to fulfill measurement requirements;
- P. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- Q. participate in a review of performance and outcome information; and

- R. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

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

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

**ATTACHMENT 1**

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

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

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

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

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

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

Name of 504

\_\_\_\_\_ Person – Type or Print

Daytop Village Inc.		631 Woodside Rd
Name of Contractor(s)	- Type or Print	Street Address or P.O. Box
Redwood City	CA	94061
City	State	Zip Code

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title of Authorized Official

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

**ATTACHMENT 2**

**FINGERPRINTING COMPLIANCE**

**Agreement with**

**DAYTOP VILLAGE, INC.**

**For**

**Alcohol and Drug Treatment Services**

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

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



---

Title

---

Date

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2003 through June 30, 2004**

- 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.

- G. Contractor will coordinate with the Alcohol and Drug Services Administrator, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

**ATTACHMENT 4**  
**Payment Procedures (Fee-For-Service Agreements)**  
**Daytop Village, Inc.**  
**July 1, 2003 through June 30, 2004**

**1. Final Settlement Payment**

Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**4. 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, 2004.

- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

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

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

- a. annual budget proposal;
- b. cost allocation plan;

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

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

**4. Documentation Required for Payment**

- a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
- d. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

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

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

- g. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- h. 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.
- i. 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.

12. **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, 2004.
13. **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 (Fee-For-Service Agreements)**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2003 through June 30, 2004**

III. **CONTRACTOR'S RESPONSIBILITIES**

- A. **Reporting Requirements for Alcohol and Drug Treatment Services:**
1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten (10) calendar days after the end of each month.
  2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
  3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
  4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.

7. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

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

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
  3. monthly reports;
  2. financial reports such as annual budgets, cost allocation plans, and cost reports;
3. quarterly expenses, revenues and units of service reports;
4. quarterly narrative reports;
5. outcome data/reports; and
6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
  1. review of all pertinent participant records;
  2. appropriate interviews/discussions with participants served by Contractor;
  3. review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement;
  4. meet with appropriate program management and operations staff; and
  5. conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits herein. County will:

- a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and
- 6. a County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

**ATTACHMENT 6**  
**Program Specific Requirements (Fee-For-Service Agreements)**  
**DAYTOP VILLAGE, INC.**  
**July 1, 2003 through June 30, 2004**

**I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 2. other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:  
 Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

## II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS

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

- I. Contractor will be in compliance with the DAISY (Drug and Alcohol Information System for You) Web-Based Application.
  5. Contractor must participate and be in compliance with the Drug and Alcohol Information Systems for You (DAISY) system. DAISY is a centralized web-based application utilized by the County of San Mateo, Human Services Agency, Alcohol and Other Drug Services to manage client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. It is the Contractor's responsibility to ensure their staff attends the scheduled trainings. The ongoing ability to maintain compliance with DAISY is the responsibility of the Contractor.
  6. In connection with the DAISY system, the County and contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.

### III. **PROGRAM CERTIFICATION**

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

- A. Program Requirements:
  1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;
  2. make use of available community resources, including recreational resources;
  3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
  4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive these services.
- B. Underserved Populations Requirements:
  1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.



- c. 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:
  - 3. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  - 2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.

- b. Category II - complex mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Dissociative Disorders, Eating Disorders, Anxiety Disorders, Attention Deficit Disorders, Major Depressive Disorders that are not substance-induced, and some Personality Disorders with complex behavioral issues (such as some individuals with Borderline Personality Disorders), in addition to the Substance Use Disorder(s). Many, but not all, of these individuals may be on medications. In addition, some individuals in Category III who are stabilized on medications and who do not have significant behavioral problems may be in this category.
- c. Category III - serious mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

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

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

- E. Facility Requirements:
1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.
  2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
  3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.
- H. Governance and Operational Requirements:
1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
  2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
    - a. A conflict of interest policy applicable to all of Contractor's program 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.
      - 5) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
    - c. Program eligibility standards and policies and procedures for admission to and termination from the program.

- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 6) Health and Safety Code Section 11812(c).
  - 4) Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services,

promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.

- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

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

- b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.
  - 1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.
  - 2) If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### **IV. FISCAL CERTIFICATIONS**

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

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

Contractor's program at Contractor's expense.

1. Contractor will perform audit according to standard accounting practices.
2. This expense is an allowable cost in Contractor's program budget.
3. If County reasonably believes that the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.

D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.

1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.

8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.
- E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.
1. County has the option to retain ownership of capital equipment purchased with contract funds.
- F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

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

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

**ATTACHMENT 7**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**



**I. Vendor Identification**

Name of Contractor: DAYTOP VILLAGE, INC.

Contact Person: \_\_\_\_\_

Address: 631 Woodside Road  
Redwood City, CA 94061

Phone Number: 650-364-7988

Fax Number: 650-364-7987

**II. Employees**

Does the Contractor have any employees?  Yes  No

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

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

**III. Equal Benefits Compliance (Check one)**

Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.

Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.

No, the Contractor does not comply.

The Contractor is under a collective bargaining agreement which began on (date) and expires on \_\_\_\_\_ (date).

**IV. Declaration**

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

\_\_\_\_\_  
Signature Name (Please print)

\_\_\_\_\_  
Title Date

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**DAYTOP VILLAGE INC.**

**July 1, 2003 through June 30, 2004**

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

5. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. The inability of a Contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract. (Required by NNA Amendment 1 2002-03, Exhibit B, Paragraph I.)
6. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - I. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - J. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - K. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - L. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

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

3. Confidentiality of Information:
  - E. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-2,

Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSC; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.

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

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

10. Nondiscrimination in Employment:

- E. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

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

11.No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, 2002-03, Exhibit B, Paragraph Q.4)

12.No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Reference : Executive Order D-10-99 and Department of General Services Management Memo 00-02)

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

9. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to the state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**EI CENTRO DE LIBERTAD**

**For the period of**  
**July 1, 2003 through June 30, 2004**

Agency Contact:  
***Ernie Bednar***  
***Human Services Analyst***  
**(650) 802 -7675**

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

WITNESSETH:

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

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

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

**1. Exhibits and Attachments**

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

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

- Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit C: Outcome Based Management (OBM) and Budgeting Responsibilities

- Attachment 1: Compliance with Section 504
- Attachment 2: Fingerprinting Compliance
- Attachment 3: HIV/AIDS Services
- Attachment 4: Payment Procedures
- Attachment 5: Monitoring Procedures
- Attachment 6: Program Specific Requirements
- Attachment 7: Equal Benefits Compliance
- Attachment 8: Additional State Negotiated Net Amount (NNA) Requirements

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

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

**3. Payments**

**Maximum Amount**

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

- 1) ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term.
- 2) SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607) for SB223 funded drug testing services described in Exhibit A for the Contract term.
- 3) FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the Contract term.
- 4) EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the Contract term.

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

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the

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

**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 sixty (60) days after the date Contractor renders the services. 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.

**Availability of Funds**

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

**E. Program Budget**

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

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

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

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

### **Contract Re-negotiation**

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2004, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2004 to May 15, 2004 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2004, to submit the document for processing by June 1, 2004, and finalize the Agreement by July 1, 2004, subject to receipt of necessary information from the state budget.

### **Treatment Services For Which Payment is Made Under This Agreement**

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

#### **4. Relationship of Parties**

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

#### **5. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.



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

**6. Insurance**

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

1) Workers' Compensation and Employer's Liability Insurance

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

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

2) Liability Insurance

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

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents,

employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

**7. Non-Discrimination**

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

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

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

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

**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.

**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.

**Equal Benefits Ordinance Compliance**

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the

provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions

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

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

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

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

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

**8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

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

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

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

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

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

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

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

**10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

**11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, quality assurance, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. 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.

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.

**Meet and Confer/Mediation**

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

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

A. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

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

**15. Notices**

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

- (1) In the case of County, to:  
San Mateo County Human Services Agency

Alcohol and Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002

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

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

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

ATTEST:

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

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

EL CENTRO DE LIBERTAD

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

\_\_\_\_\_  
Signature

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

**EXHIBIT A (Fee-For-Service Agreement)**

**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36  
And SB 223 Funded Alcohol and Drug Treatment Services**

**EL CENTRO DE LIBERTAD  
July 1, 2003 through June 30, 2004**

These alcohol and drug treatment and drug testing services, funded through State Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 funds, are designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/ Proposition 36 Team. Contractor will comply with the Department of Alcohol and Drug Programs (ADP) Emergency Adoption of Chapter 2.5, commencing with Section 9500, Division 4, Title 9, California Code of Regulations Substance Abuse and Crime Prevention Act of 2000, and OMB Circulars A-87 and A-122. Contractor's SACPA/ Proposition 36 alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

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

A. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services: Contractor's basic outpatient services will also be culturally and language appropriate for individuals who are Spanish speaking. In addition, Contractor will provide services to individuals who have a co-occurring disorder as defined in Section III.C.1. of Attachment 6. Contractor's basic outpatient services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, relapse prevention, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/ Parole as required.
2. One weekly 2 hour group education/counseling session. Sessions will include: the disease model of addiction, the addiction and recovery process, the 12-step model of recovery, the impact of addiction on family systems and family dynamics, health issues (e.g. HIV/AIDS, tuberculosis, hepatitis B and C, and other infectious



diseases, and strategies for preventing and responding to relapse).

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

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

1. SACPA/Proposition 36 Education Services:  
Contractor's basic substance abuse education services will include:
  - a. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, aftercare planning, and follow-up with Probation/Parole as required.
  - b. Twelve hours of educational classes (6 per week), plus six 12-step meetings.
  - c. A curriculum consistent with the ASAM. The curriculum will include: the disease model of addiction, addiction process,

12-step model of recovery, impact of addiction on family systems, risk factors related to substance abuse, health issues (e.g. HIV/AIDS, tuberculosis, hepatitis B and C, and other infectious diseases), strategies for avoiding and recovering from relapse, urine screening, non-violent strategies for handling anger and resolving disputes, and communication skills, anger management, and peaceful conflict resolution.

d. Aftercare planning and family support groups.

2. **SACPA/Proposition 36 Intervention Services:**  
Contractor's basic intervention services will include:

a. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, monthly family support groups, aftercare planning, and follow-up with Probation/Parole as required.

b. Eight week program consisting of: four 1-hour individual counseling sessions, eight 2-hour group education/ counseling sessions, three 12-step meetings per week.

c. The curriculum will include: the model of cognitive/behavioral restructuring, disease model of addiction, addiction process, 12-step model of recovery, impact of addiction on family systems, risk factors related to substance abuse, health issues (e.g. HIV/AIDS, tuberculosis, hepatitis B and C, and other infectious diseases), strategies for avoiding and recovering from relapse, non-violent strategies for handling anger and resolving disputes, and communication skills, anger management, and peaceful conflict resolution.

d. Alcohol and drug screening.

**C. SACPA/Proposition 36 Aftercare Alcohol and Drug Treatment Services:**

Contractor's basic aftercare services will also be culturally and language appropriate for individuals who are Spanish speaking. In addition, Contractor will provide services to individuals who have a co-occurring disorder as defined in Section III.C.1. of Attachment 6. Contractor's basic aftercare program will be approximately six (6) months in length, depending on the needs of the individual program participant.

1. Follow-up assessment as required at 3 months and 9 months after intake for each program participant (utilizing the Addiction Severity Index [ASI]), urine screening, individual ongoing recovery plan (in

conjunction with the program participant), relapse prevention, and follow-up with Probation/Parole as required.

2. Contractor's services will consist of:
  - a. One – 2 hour group counseling session per week consisting of SACPA/Proposition 36 program participants only.
  - b. All program participants will attend a minimum of three 12-step meetings per week, will work with their sponsor, take on a service role in their 12-step meetings, and serve as mentors to new program participants.
  - c. Program participants will remain in aftercare until such time as they have become solidly involved in the recovery community, are working closely with their sponsor, consistently pass drug tests, are comfortable with their new lifestyle, and have established outside support systems to give them freedom from relying on a formal treatment program.
  - d. Contractor's curriculum will include:
    - 1) Relapse warning signs, addressing personal issues, the recovery process and support for the development of skills to maintain and further recovery, the impact of addiction on family systems and family dynamics, the negative consequences of continued use, developing healthy life skills and strategies for interrupting the relapse process, anger management, healthy boundaries, positive support relationships, time and stress management skills, and how to respond safely to slips to avoid escalation into full-blown relapse.
    - 2) Access to family education sessions and 12-step programs.
    - 3) Clean and sober activities.

## **II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

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

- B. Reimbursements will not be approved retroactively (i.e., program participant admitted before a written referral/approval and ASI). If a SACPA/Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treatment provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Services Social Worker.
- C. All payments under this Agreement must directly support services specified in this Agreement.

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

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

- A. From these funds County shall pay Contractor at the rate of \$79.75 per available staff hour for each outpatient, substance abuse education and intervention services, and aftercare.
- B. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 outpatient alcohol and drug treatment, education and intervention services, and aftercare.
- C. Contractor's monthly itemized bill will include:
  - 1. Name of program participants receiving SACPA/Proposition 36 funded services, modality (outpatient/education/intervention/aftercare), and name of referring SACPA/Proposition 36 team member for each program participant.
  - 2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and modality.
  - 3. Number of group counseling hours provided, by program participant, by modality.

4. Number of staff hours for alcohol and drug treatment services, by modality.
5. Total amount of the bill for each month, by modality.
6. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**IV. SB 223 DRUG TESTING**

- A. Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.
  1. Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but are not limited to, a urine test, a blood test, saliva test, and breath alcohol test.
  2. Guidelines for Drug Testing:
    - a. Drug testing must be used as a treatment tool.
    - b. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
    - c. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
    - d. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
    - e. A single drug test shall not be the sole basis for:
      - 1) determining unamenability to treatment, or
      - 2) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).

- f. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
- g. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

3. SB 223 Drug Testing Payment Rates:

In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607). County shall pay Contractor as follows:

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

**EXHIBIT B (Fee-For-Service Agreement)**  
**Drug Court Treatment Services and Payments**  
**EL CENTRO DE LIBERTAD**  
**July 1, 2003 through June 30, 2004**

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

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

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

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

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

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

3. Access to ancillary services that may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

## **II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as “Trial Track” Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002:

### **A. DCP Trail Track Funded Nonresidential Alcohol and Drug Treatment Services:**

Contractor’s basic Trial Track nonresidential alcohol and drug treatment services will include:

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

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

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



- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If during the course of his/her care a Drug Court program participant needs to be transferred to a different program due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Services Social Worker.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

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

In full consideration of the Drug Court funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed:

- A. EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for CDCI funded treatment services.
- B. FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for Trial Track funded treatment services.
- C. From these funds County shall pay Contractor at the rate of:
  - 1. \$42.00 per individual and group counseling hour for CDCI and DCP Trial Track funded nonresidential alcohol and drug treatment services.
- D. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI and DCP Trial Track funded Drug Court alcohol and drug treatment services.
- E. Contractor's monthly itemized bill will include the following:
  - 1. Name of program participants receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team

member for each program participant, and funding source (CDCI or DCP Trial Track).

2. Dates services were provided, the number of individual counseling hours provided, broken down by program participant, and funding source.
  3. Number of group counseling hours provided each month, broken down by program participant, and funding source.
  4. Number of staff hours each month, and funding source.
  5. Total amount of the bill for each month, for each funding source.
  6. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.
7. Nonresidential services will be billed by individual and group counseling hours provided, by funding source.

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**EI CENTRO DE LIBERTAD**  
**July 1, 2003 through June 30, 2004**

**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 regulations.

Person – Type or Print

El Centro De Libertad 1230- A Hopkins Ave  
Name of Contractor(s) Type or Print Street Address or P.O. Box

Redwood City CA 94062  
City State Zip Code

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title of Authorized Official

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

**ATTACHMENT 2**

**FINGERPRINTING COMPLIANCE  
Agreement with  
EL CENTRO DE LIBERTAD  
Alcohol and Drug Services**

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or

she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**EI CENTRO DE LIBERTAD**  
**July 1, 2003 through June 30, 2004**

- I. Contractor will provide the following HIV/AIDS services which are part of all Contractors basic alcohol and drug treatment program(s):
  - A. Contractor's program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - B. Contractor's staff will attend a minimum of two (2) hours of HIV update training specifically designed for counselors in alcohol and drug recovery programs. This requirement may be met by attendance at the San Mateo County AIDS Program in-service for alcohol and drug treatment staff, or equivalent training approved by the Alcohol and Drug Services Administrator. Seventy-five percent (75%) of Contractor's staff will receive this training.
  - C. Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS as a recovery issue, risk assessment and prevention education, culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change. Contractor must have up-to-date information readily available for participants on HIV testing and counseling, needle exchange programs and written information on HIV/AIDS and

Hepatitis A, B and C. Contractor must also make access to condoms available to all program participants.

- D. Contractor will consult with San Mateo County AIDS Program to determine the best way for the AIDS Program, or Contractor's staff trained by the AIDS Program, to deliver HIV/AIDS group education to program participants. HIV/AIDS group education for participants will occur monthly for two (2) hours, with participant attendance expected. Group education will be designed with recovery as a focus, and will include culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change.
- E. Contractor will coordinate with the Alcohol and Drug Services Administrator, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

#### **ATTACHMENT 4**

#### **Payment Procedures (Fee-For-Service Agreements)**

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

**July 1, 2003 through June 30, 2004**

**1. Final Settlement Payment**

Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**2. Required Fiscal Documentation**

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

a. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2004.

b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

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

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

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
  
- j. outcome objectives data/report;
- k. final/year-end Cost Report;
- l. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up after intake; and
- m. capacity/utilization report to the state.

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

#### **4. Documentation Required for Payment**

- a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
- b. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

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

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

- a. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- b. Federal, state, or county government complete any audit that has been commissioned or is underway and submits the audit report, and County has reviewed said audit report.

- c. In the events of audits, set forth above, payment of amounts due and owing under the Agreement on the final invoice shall not be withheld more than one hundred eighty (180) days from notice of termination of the Agreement or from expiration of the term.

- 6. **Contractor Notification to County of Inability to Provide All Units of Service**  
If Contractor anticipates that it will not provide the fully contracted units of service for one or more modalities, Contractor must notify the Alcohol and Drug Services Administrator, in writing, immediately upon discovery of such inability. Contractor will exercise best efforts to make said notification by February 28, 2004.



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

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

**ATTACHMENT 5**  
**Monitoring Procedures (Fee-For-Service Agreements)**  
**EL CENTRO DE LIBERTAD**  
**July 1, 2003 through June 30, 2004**

**I. CONTRACTOR'S RESPONSIBILITIES**

**A. Reporting Requirements for Alcohol and Drug Treatment Services:**

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten (10) calendar days after the end of each month.
2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

## II. COUNTY'S RESPONSIBILITIES

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
  - 1. monthly reports;
  - 2. financial reports such as annual budgets, cost allocation plans, and cost reports;
  - 3. quarterly expenses, revenues and units of service reports;
  - 4. quarterly narrative reports;
  - 5. outcome data/reports; and
  - 6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
  - 1. review of all pertinent participant records;
  - 2. appropriate interviews/discussions with participants served by Contractor;
  - 3. review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement;
  - 4. meet with appropriate program management and operations staff; and
  - 5. conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits herein. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

6. a County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
  - D. Provide ongoing technical assistance as needed.
  - E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

### **ATTACHMENT 6**

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

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

**July 1, 2003 through June 30, 2004**

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

- A. Attend each of the following meetings:
  1. monthly Alcohol and Drug Treatment Provider's meetings; and
  2. other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:  
Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

#### **II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS**

- A. Maintain alcohol and drug treatment program participant records that include the following:
  1. California Alcohol and Drug Data System (CADDs) form;

2. intake form;
  3. signed fee determination;
  4. re-determination of fee every twelve (12) months (except for residential treatment);
  5. medical history;
  6. social history;
  7. alcohol and drug history;
  8. presenting problem;
  9. completed Addiction Severity Index (ASI);
  10. recovery plan;
  11. progress notes;
  12. closure summary/discharge plan;
  13. documented quarterly review by consultant/supervisor;
  14. signed release of information as required;
  15. signed consent to treatment; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.
- G. Contractor will be in compliance with the DAISY (Drug and Alcohol Information System for You) Web-Based Application.
1. Contractor must participate and be in compliance with the Drug and Alcohol Information Systems for You (DAISY) system. DAISY is a centralized web-based application utilized by the County of San Mateo,

Human Services Agency, Alcohol and Other Drug Services to manage client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. It is the Contractor's responsibility to ensure their staff attends the scheduled trainings. The ongoing ability to maintain compliance with DAISY is the responsibility of the Contractor.

2. In connection with the DAISY system, the County and contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.

### **III. PROGRAM CERTIFICATION**

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

- A. Program Requirements:
  1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;
  2. make use of available community resources, including recreational resources;
  3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
  4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive these services.
- B. Underserved Populations Requirements:
  1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
    - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs and/or alcohol and drug related materials in order to meet the needs of the people in the community(ies) served by Contractor.

- b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
    - c. Special and/or underserved populations include the following:
      - 1) non-English speaking;
      - 2) hearing impaired;
      - 3) physically impaired;
      - 4) gay/lesbian;
      - 5) elderly (for adult services);
      - 6) pregnant women;
      - 7) HIV-positive;
      - 8) persons with a co-occurring disorder; and
      - 9) diverse cultures.
  - 2. Demonstrate a commitment, in good faith, to recruit and retain program staff who can communicate with and relate to diverse populations.
  - 3. Assure that Contractor's program staff receive training that addresses the prevention and treatment issues and approaches relevant to the special and/or underserved populations designated in Paragraph B.1.c. above.
- C. Program participants who fall into the following categories will be considered to have a co-occurring disorder. Contractor will abide by the following definitions and protocol for such individuals:
  - 1. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  - 2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:
 

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.

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

c. Category III - serious mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

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

D. Administrative Requirements:

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

E. Facility Requirements:

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

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

F. Governance and Operational Requirements:

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



- e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 3) Health and Safety Code Section 11812(c).
  - 4) Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale,

distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.

- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

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

would be paid for equivalent goods or services on the open market.

1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

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

#### **IV. FISCAL CERTIFICATIONS**

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

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

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

Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.

- E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.
  - 1. County has the option to retain ownership of capital equipment purchased with contract funds.
- F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

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

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

**ATTACHMENT 7**  
***COUNTY OF SAN MATEO***  
***Equal Benefits Compliance Declaration Form***

**I. Vendor Identification**

Name of Contractor: El Centro de Libertad

Contact Person: \_\_\_\_\_

Address: 1230- A Hopkins Ave, Redwood City CA 94062

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 \_\_\_\_\_ day of \_\_\_\_\_, 2003 at \_\_\_\_\_

\_\_\_\_\_

Signature

Name (Please print)

\_\_\_\_\_

Title

ATTACHMENT 8  
**Additional Negotiated Net Amount (NNA) Requirements**  
EL CENTRO DE LIBERTAD  
**July 1, 2003 through June 30, 2004**

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

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. The inability of a Contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract. (Required by NNA Amendment 1 2002-03, Exhibit B, Paragraph I.)
2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - B. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

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

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

the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-2, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

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

4. Nondiscrimination in Employment:
  - A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
  - B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

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

5. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, 2002-03, Exhibit B, Paragraph Q.4)
6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of



copyright laws. (Reference : Executive Order D-10-99 and Department of General Services Management Memo 00-02)

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

7. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to the state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**FREE AT LAST**

**For the period of**

**July 1, 2003 through June 30, 2004**

Agency Contact:  
*Ernie Bednar*  
*Human Services Analyst*  
**(650) 802 -7675**

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

WITNESSETH:

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

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

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

**2. Exhibits and Attachments**

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

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

- Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit C: CSAT HIV "Door-to-Treatment" Services Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit D: Outcome Based Management (OBM) and Budgeting Responsibilities

- Attachment 1: Compliance with Section 504
- Attachment 2: Fingerprinting Compliance
- Attachment 3: HIV/AIDS Services
- Attachment 4: Payment Procedures
- Attachment 5: Monitoring Procedures
- Attachment 6: Program Specific Requirements
- Attachment 7: Equal Benefits Compliance
- Attachment 8: Additional State Negotiated Net Amount (NNA) Requirements

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

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

**4. Payments**

**Maximum Amount**

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

1) ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term.

2) SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607) for SB223 funded drug testing services described in Exhibit A for the Contract term.

3) EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the Contract term.

4) 3) FIFTY SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the Contract term.

5) ONE HUNDRED THOUSAND DOLLARS (\$100,000) for CSAT HIV “Door-to-Treatment” services funded alcohol and drug treatment services described in Exhibit C for the Contract term.

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

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

**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 sixty (60) days after the date Contractor renders the services. 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.

**Availability of Funds**

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

E. **Program Budget**

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

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

c. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent

(20%) of the maximum contract amount.

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

#### **Contract Re-negotiation**

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2004, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2004 to May 15, 2004 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2004, to submit the document for processing by June 1, 2004, and finalize the Agreement by July 1, 2004, subject to receipt of necessary information from the state budget.

#### **Treatment Services For Which Payment is Made Under This Agreement**

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

#### **4. Relationship of Parties**

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

#### **5. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations

promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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.

## 7. Insurance

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

### 3) 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.

### 4) 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.....Waived

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.

3) 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.

**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.

**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.

**Equal Benefits Ordinance Compliance**

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

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

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

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

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

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

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

**8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section



11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

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

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

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

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

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

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

#### **10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

#### **11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, quality assurance, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to

confidentiality of records, and applicable quality assurance regulations. 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. 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**

B. 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.

### **Meet and Confer/Mediation**

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

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

C. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

D. 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.

**16. Notices**

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

- (2) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
  
- (3) in the case of Contractor, to:  
Free At Last  
1796 Bay Road  
East Palo Alto, CA 94303

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

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

ATTEST:

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

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

FREE AT LAST

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

\_\_\_\_\_  
Signature

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

**EXHIBIT A (Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**

**FREE AT LAST**

**July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. Contractor will comply with Title 9, Division 4, Chapter 2.5, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code

of Regulations (CCR), and OMB Circulars A-87 and A-122. Contractor's basic SACPA/Proposition 36 alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

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

A. **SACPA/Proposition 36 Young Adult Alcohol and Drug Intervention Services**

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

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, aftercare planning, urine screening, and follow-up with Probation/Parole as required.
2. Contractor's basic intervention treatment plan will include: 4 individual and 8 group sessions per program participant, per month, and will also include individual case management once per week.
3. A curriculum consistent with the ASAM including: development of a treatment plan; positive self-awareness/esteem and social skills building; behavior modification; development of strong personal support systems; educational needs and goals assessment; tutoring to build basic learning skills to enable completion of GED or high school; linkages with vocational and educational services; assessment of employment interests for employment training and overview of options; resume writing, interview skills, job readiness, and career development; health issues; 12-step meetings, access to cultural events, camping trips and other alcohol- and drug-free recreational activities and youth sponsored events.

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

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

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

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

C. SACPA/Proposition 36 Residential Alcohol and Drug Treatment Services  
Contractor's basic residential alcohol and drug treatment services will also be culturally and language appropriate for individuals who are African American and Latino. Contractor's basic residential treatment services will include:

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

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

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

E. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services  
 Contractor's basic outpatient alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor's basic outpatient treatment services will also be culturally and language appropriate for individuals who are African American and Latino. Contractor's basic outpatient treatment services will be made available during the daytime and evening hours and on Saturdays. Contractor's basic outpatient treatment services will include:

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



legal issues, and strategies for preventing and responding to re-arrest and relapse, aftercare planning and aftercare groups.

4. Access to ancillary services including: housing, child care, employment readiness, health and mental health care.

## **II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e., program participant admitted before a written referral/approval and ASI). If a SACPA/Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treatment provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Services Social Worker.
- C. All payments under this Agreement must directly support services specified in this Agreement.

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

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

- A. Treatment Service Rates  
From the aggregate funds County shall pay Contractor at the rate of:
  1. \$75.00 per available staff hour for: intervention, treatment readiness, and outpatient services;
  2. \$135.00 per treatment visit day provided for day treatment services, including light snacks, recreational activities such as art therapy, or

other types of day time activities (may also include transportation);  
and

3. \$115.00 per bed day provided for residential treatment services including food, shelter, and other basic needs.

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

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

1. Name of program participants receiving SACPA/Proposition 36 funded services, modality (intervention, treatment readiness, outpatient, day treatment, or residential), and name of referring SACPA/Proposition 36 team member for each program participant.
2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and modality.
3. Number of group counseling hours provided, by program participant, by modality.
4. Number of staff hours for alcohol and drug treatment services, by modality (except residential).
5. Total amount of the bill for each month, by modality.
6. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**V. SB 223 FUNDED DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

A. SB 223 Drug Testing Methods

Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing

methods may include, but are not limited to, a urine test, a blood test, saliva test, and breath alcohol test.

B. Guidelines for Drug Testing

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

C. SB 223 Drug Testing Payment Rates

In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607). County shall pay Contractor as follows:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test and related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB 223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.

c) Total amount of the bill for SB 223 drug testing services for each month.

3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT B (Fee-For-Service)**  
**Drug Court Treatment Services and Payments**  
**FREE AT LAST**  
**July 1, 2003 through June 30, 2004**

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

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

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

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

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

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

B. Residential Alcohol and Drug Treatment Service Description:

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

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

II. **DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial Track" Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002:

A. Nonresidential Alcohol and Drug Treatment Service Description:

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

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

2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

**B. Residential Alcohol and Drug Treatment Service Description:**

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

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

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

- A. Contractor will be reimbursed only for the actual services provided to Drug Court program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by a member of the Alcohol and Drug Services Social Worker Team (in conjunction with the Drug Court

Team), and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants supervising probation officer, with notification to Alcohol and Drug Services.

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

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

In full consideration of the Drug Court funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed:

- A. EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for CDCI funded treatment services; and
- B. FIFTY SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for Trial Track funded treatment services.
- C. From these funds County shall pay Contractor at the rate of:

1. \$35.00 per individual and group counseling hour for CDCI and DCP Trial Track funded nonresidential services;
  2. \$69.00 per bed day provided, per individual served, for CDCI and DCP Trial Track funded residential services including food, shelter and other basic needs for women's residential services; and
  3. \$62.00 per bed day, per individual served, for CDCI and DCP Trial Track funded residential services including food, shelter and other basic needs for men's residential services.
- D. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI and DCP Trial Track funded Drug Court alcohol and drug treatment services.
- E. Contractor's monthly itemized bill will include:
1. Name of Drug Court program participant receiving services, name of the referring Drug Court team member, and funding source (CDCI or DCP Trial Track).
  2. Dates services were provided for Drug Court nonresidential, and residential alcohol and drug treatment services, broken down by program participant, and modality (either men's or women's residential or nonresidential), and indicating number of days or individual counseling hours provided, per program participant, and funding source.
  3. Total number of group counseling hours provided, broken down by individual served for nonresidential treatment services, by funding source.
  4. Total number of staff hours each month for nonresidential treatment services, by funding source.
  5. Total amount of the bill for each month, by funding source.
6. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.
6. Nonresidential services will be billed by individual and group counseling hours provided, by funding source.

**EXHIBIT C (Fee-For-Service Agreement)**



**Center For Substance Abuse Treatment HIV “Door-to-Treatment” Funded Alcohol  
and Drug Treatment Services  
FREE AT LAST  
July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including 1) men who inject drugs, 2) men who have sex with men, 3) adolescents, 4) women; and 5) individuals released from incarceration within the past two years. Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-treatment” grant.

Contractor shall provide adult men’s residential alcohol and drug Treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. Contractor will possess and maintain the Appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

**I. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED “DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES**

Admit to Contractor’s alcohol and drug treatment service(s), individuals who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant.

**A. Residential Alcohol and Drug Treatment Services:**

Contractor will provide the following residential alcohol and drug treatment services:

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

**B. Outpatient Alcohol and Drug Treatment Services:**

Contractor will provide the following outpatient alcohol and drug treatment services:

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

**C. Alcohol and Drug Day Treatment Services:**

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Contractor's basic day treatment services will include a structured program consisting of: 4 individual counseling sessions, 16 group counseling sessions per program participant, per month. Contractor

will also provide transportation and child care for program participants as needed.

4. Curriculum will include: literacy classes, employment readiness classes, positive communication skill building, life skills, anger management, conflict resolution, domestic violence, money management and credit counseling, health and nutrition, and a 10-week parenting series which will cover: assessment of parent/child interaction, parenting skill building, child development and age appropriate play strategies, how to be a parent advocate for school age children, disciplinary techniques, and positive affirmations.

**II. CSAT/HIV “DOOR-TO-TREATMENT” REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to CSAT/HIV “Door-to-Treatment” program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a CSAT/HIV “Door-to-Treatment” program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- B. All payments under this Agreement must directly support services specified in this Agreement

**III. CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV “Door-to-Treatment” funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. Alcohol and Drug Treatment Services Rates of Payment:

From the aggregate funds County shall pay Contractor at the following rates:

1. \$75.00 per bed day for residential alcohol and drug treatment services, including food, shelter and other basic needs; and
  2. \$65.00 per available staff hour for outpatient alcohol and drug treatment services; and
  3. \$115.00 per treatment visit day for alcohol and drug day treatment services.
- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV "Door-to-Treatment" alcohol and drug treatment services.
- C. Contractor's monthly itemized bill will include the following:
1. Name of program participant receiving CSAT/HIV "Door-to-Treatment" funded services, by modality (residential, outpatient, and day treatment), and the name of the referring County Alcohol and Drug Social Worker.
  2. Dates services were provided, the number of bed days provided for residential, broken down by program participant, by modality.
  3. Number of groups and individual counseling hours provided for outpatient and day treatment services.
  4. Number of available staff hours for outpatient services.
  5. Total amount of the bill for each month, by modality.
  6. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

#### **EXHIBIT D**

### **Outcome Based Management and Budgeting Responsibilities**

#### **FREE AT LAST**

**July 1, 2003 through June 30, 2004**

## **II. 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:

- G. attend planning and informational meetings;
- H. develop program performance and outcome measurements;
- I. collect and submit data necessary to fulfill measurement requirements;
- J. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- K. participate in a review of performance and outcome information; and
- L. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

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

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

**ATTACHMENT 1**

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

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

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

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

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

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

\_\_\_\_\_  
 Person – Type or Print Name of 504

FREE AT LAST 1796 BAY RD  
 Name of Contractor(s) - Type or Print Street Address or P.O. Box

EAST PALO ALTO CA 94303  
 City State Zip Code

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

\_\_\_\_\_  
 Date Signature and Title of Authorized Official

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

**ATTACHMENT 2**

**FINGERPRINTING COMPLIANCE**

**Agreement with**

**FREE AT LAST**

**Alcohol and Drug Services**

B. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**FREE AT LAST**  
**July 1, 2003 through June 30, 2004**

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

- C. Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS as a recovery issue, risk assessment and prevention education, culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change. Contractor must have up-to-date information readily available for participants on HIV testing and counseling, needle exchange programs and written information on HIV/AIDS and Hepatitis A, B and C. Contractor must also make access to condoms available to all program participants.
- D. Contractor will consult with San Mateo County AIDS Program to determine the best way for the AIDS Program, or Contractor's staff trained by the AIDS Program, to deliver HIV/AIDS group education to program participants. HIV/AIDS group education for participants will occur monthly for two (2) hours, with participant attendance expected. Group education will be designed with recovery as a focus, and will include culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change.
- E. Contractor will coordinate with the Alcohol and Drug Services Administrator, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

**ATTACHMENT 4**  
**Payment Procedures (Fee-For-Service Agreements)**  
**FREE AT LAST**  
**July 1, 2003 through June 30, 2004**

- 1. **Final Settlement Payment**  
Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.
- 3. **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, 2004.



b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

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

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

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end Cost Report;
- l. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up after intake; and
- m. capacity/utilization report to the state.

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

**4. Documentation Required for Payment**

- a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
- c. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

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

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

- d. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- e. 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.
- f. 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.

**9. 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, 2004.

**10. 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 (Fee-For-Service Agreements)**  
**FREE AT LAST**  
**July 1, 2003 through June 30, 2004**

**II. CONTRACTOR'S RESPONSIBILITIES**

**A. Reporting Requirements for Alcohol and Drug Treatment Services:**

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten (10) calendar days after the end of each month.
2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
6. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

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

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
1. monthly reports;
  2. financial reports such as annual budgets, cost allocation plans, and cost reports;
  3. quarterly expenses, revenues and units of service reports;
  4. quarterly narrative reports;
  5. outcome data/reports; and
  6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
1. review of all pertinent participant records;
  2. appropriate interviews/discussions with participants served by Contractor;
  3. review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement;
  4. meet with appropriate program management and operations staff; and
  5. conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits herein. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

- 6. a County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements) FREE AT LAST July 1, 2003 through June 30, 2004**

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

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 2. other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:  
Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

#### **II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS**

- A. Maintain alcohol and drug treatment program participant records that include the following:

1. California Alcohol and Drug Data System (CADDSS) 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;
  14. documented quarterly review by consultant/supervisor;
  14. signed release of information as required;
  15. signed consent to treatment; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.
- H. Contractor will be in compliance with the DAISY (Drug and Alcohol Information System for You) Web-Based Application.
3. Contractor must participate and be in compliance with the Drug and Alcohol Information Systems for You (DAISY) system. DAISY is a

centralized web-based application utilized by the County of San Mateo, Human Services Agency, Alcohol and Other Drug Services to manage client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. It is the Contractor's responsibility to ensure their staff attends the scheduled trainings. The ongoing ability to maintain compliance with DAISY is the responsibility of the Contractor.

4. In connection with the DAISY system, the County and contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.

### **III. PROGRAM CERTIFICATION**

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

- A. Program Requirements:
  1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;
  2. make use of available community resources, including recreational resources;
  3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
  4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive these services.
- B. Underserved Populations Requirements:
  1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
    - b. 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:
2. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems,



in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.

- b. Category II - complex mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Dissociative Disorders, Eating Disorders, Anxiety Disorders, Attention Deficit Disorders, Major Depressive Disorders that are not substance-induced, and some Personality Disorders with complex behavioral issues (such as some individuals with Borderline Personality Disorders), in addition to the Substance Use Disorder(s). Many, but not all, of these individuals may be on medications. In addition, some individuals in Category III who are stabilized on medications and who do not have significant behavioral problems may be in this category.
- c. Category III - serious mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

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

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

1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.
2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.

G. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
  - a. A conflict of interest policy applicable to all of Contractor's program 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.
    - 4) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.

- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participant=s rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 3) Health and Safety Code Section 11812(c).
  - 4) Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any

goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.

- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

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

- b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.
  - 1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.
  - 2) If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### **IV. FISCAL CERTIFICATIONS**

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

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

Contractor's program at Contractor's expense.

1. Contractor will perform audit according to standard accounting practices.
2. This expense is an allowable cost in Contractor's program budget.
3. If County reasonably believes that the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.

D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.

1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.

8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.
- E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.
1. County has the option to retain ownership of capital equipment purchased with contract funds.
- F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

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

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

**ATTACHMENT 7**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**





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

3. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. The inability of a Contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract. (Required by NNA Amendment 1 2002-03, Exhibit B, Paragraph I.)
4. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
  - E. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
  - F. No state funds received under this contract will be used to assist, promote or deter union organizing.
  - G. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
  - H. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

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

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

Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.

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

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

7. Nondiscrimination in Employment:

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

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

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

- 8. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or

substantial support to any religious activity. (Required by NNA Amendment 1, 2002-03, Exhibit B, Paragraph Q.4)

9. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Reference : Executive Order D-10-99 and Department of General Services Management Memo 00-02)

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

8. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to the state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**HORIZON SERVICES, INC.**

**For the period of**

**July 1, 2003 through June 30, 2004**

Agency Contact:  
*Ernie Bednar*  
*Human Services Analyst*  
**(650) 802 -7675**

**FEE-FOR-SERVICE AGREEMENT WITH**  
**HORIZON SERVICES, INC.**  
**FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, and HORIZON SERVICES, INC., hereinafter called "County" and, hereinafter called "Contractor";

WITNESSETH:

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

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

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

**3. Exhibits and Attachments**

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

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

Exhibit B: CSAT HIV "Door-to-Treatment" Services Funded Alcohol and Drug Treatment Services and Rates of Payment for

Exhibit C: Outcome Based Management (OBM) and Budgeting Responsibilities

Attachment 1: Compliance with Section 504

Attachment 2: Fingerprinting Compliance

Attachment 3: HIV/AIDS Services

Attachment 4: Payment Procedures

Attachment 5: Monitoring Procedures

Attachment 6: Program Specific Requirements

Attachment 7: Equal Benefits Compliance

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

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

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

**5. Payments**

### Maximum Amount

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

- 1) ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term.
- 2) SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607) for SB223 funded drug testing services described in Exhibit A for the Contract term.
- 3) ONE HUNDRED THOUSAND DOLLARS (\$100,000) for CSAT HIV "Door-to-Treatment" services funded alcohol and drug treatment services described in Exhibit B for the Contract term.

### Rates, Amounts, and Terms of Payment

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

### 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 sixty (60) days after the date Contractor renders the services. 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.

### Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor.

Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

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

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

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

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

**Contract Re-negotiation**

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2004, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2004 to May 15, 2004 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2004, to submit the document for processing by June 1, 2004, and finalize the Agreement by July 1, 2004, subject to receipt of necessary information from the state budget.

**Treatment Services For Which Payment is Made Under This Agreement**

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

**4. Relationship of Parties**

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other

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

**5. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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.

**8. Insurance**

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

5) 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.

6) 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.

4) 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.

**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.

**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.

**Equal Benefits Ordinance Compliance**

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

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

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

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

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

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

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

**8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

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

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

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

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

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

convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

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

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

## **10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

## **11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, quality assurance, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. 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.

D. 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**

C. 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.

### **Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in

any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

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

E. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

F. 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.

**17. Notices**

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

- (3) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Other Drug Services

400 Harbor Boulevard, Building C  
Belmont, CA 94002

- (4) in the case of Contractor, to:  
Horizon Services, Inc.  
P.O. Box 4217  
Hayward, CA 94540

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_

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

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

ATTEST:

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

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

HORIZON SERVICES, INC.

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

\_\_\_\_\_  
Signature

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

**EXHIBIT A**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 Funded  
Alcohol and Drug Treatment Services  
HORIZON SERVICES, INC.  
July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. Contractor will comply with Title 9, Division 4, Chapter 2.5, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. Contractor's basic non-medical residential detoxification alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

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

**A. SACPA/Proposition 36 Non-medical Residential Detoxification Alcohol and Drug Treatment Services**

Contractor’s basic non-medical residential detoxification services will provide services for individuals with co-occurring disorders as defined in Attachment 6, Section III.C.1. Contractor’s basic residential non-medical detoxification services will include:

1. Intake, discharge planning, transfer of Addiction Severity Index (ASI) results to on-going treatment services, and follow-up with Probation/Parole as required.
2. Program focus will include physical stabilization of program participant, emotional stabilization of program participant, and referral to on-going treatment services.
3. Contractor will require a letter from the prescribing doctor for those program participants requiring medications. Contractor will have protocols and procedures in place that permit the use of prescription medications in Contractor’s detoxification facility by those program participants who need the medications to manage aspects of their physical needs or mental disabilities.
4. Discharge plans will include assisting program participants to: make phone calls to treatment programs, provide assistance in obtaining California Identification cards, Social Security cards, tuberculosis testing, printouts from Employment Development Department, obtaining financial help when necessary, and transporting clients to the on-going treatment.
5. Access to ancillary services including: health and mental health, legal issues, Planned Parenthood, and HIV/AIDS.

**II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for



any program participant treated who was not part of this formal referral process.

- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a SACPA/ Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- C. All payments under this Agreement must directly support services specified in this Agreement.

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

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. Treatment Service Rates
  - 1. From these funds County shall pay Contractor at the rate of \$105.88 per bed day, including food, shelter and other basic needs for non-medical residential alcohol and drug detoxification services.
  - 2. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these SACPA/Proposition 36 alcohol and drug treatment services. A separate billing will be submitted for each modality, as described above.
  - 3. Contractor's monthly itemized bill will include the following:
    - a. Name of program participant receiving SACPA/Proposition 36 funded services, type of service (by modality i.e., non-medical residential alcohol and drug detoxification) and the name of the referring SACPA/Proposition 36 team member.
    - b. Dates and number of bed days provided, broken down by program participant, and funding source.

- c. Total amount of the bill for each month, by modality.
- d. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**IV. SB223 FUNDED DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. Services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/Proposition 36 services.

A. Drug Testing Methods

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

B. Guidelines for Drug Testing

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

C. SB223 Drug Testing Payment Rates

In full consideration of the SB223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607). County shall pay Contractor in the manner described below:

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

**EXHIBIT B (Fee-For-Service Agreement)**

**Center For Substance Abuse Treatment HIV "Door-to-Treatment" Funded Alcohol and Drug Treatment Services  
HORIZON SERVICES, INC.  
July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV "Door-to-Treatment" grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including 1) women and 2) adolescents, 3) men who inject drugs, 4) men who have sex with men, and 5) individuals

released from incarceration within the past two years. Contractor's services will comply with all regulations and requirements of the CSAT HIV "Door-to-Treatment" grant. Contractor shall provide these alcohol and drug treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV "Door-to-Treatment" grant. . Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

- II. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED "DOOR-TO-TREATMENT" ALCOHOL AND DRUG TREATMENT SERVICES**  
Admit to Contractor's residential alcohol and drug detoxification services, individuals who meet the eligibility criteria as set forth in the CSAT HIV "Door-to-Treatment" grant
- A. Residential Alcohol and Drug Detoxification Services:  
Contractor will operate a social model detoxification program. The maximum length of stay in a social model detoxification program is twenty-one (21) days without prior approval of the Alcohol and Drug Services Manager. Maximum length of stay is the maximum amount of time the County will fund treatment services, per individual, per modality. The following services are part of Contractor's basic residential alcohol and drug detoxification program:
1. Provide program participants with alcohol and drug education classes, including video presentations. Each program participant will be provided a minimum of three (3) alcohol and drug education classes.
  2. Provide referral services to program participants who would benefit from continuing alcohol and drug recovery services following detoxification. A referral is defined as a direct contact between the referred program participant and the agency/program to which the program participant is referred.

3. Provide transportation to all program participants as needed. This will include transporting program participants to on-going treatment programs, to and from medical appointments and/or other agencies when required, and to and from Alcoholics Anonymous and Narcotics Anonymous meetings.
4. Program participants will stay at the program an average of three (3) to five (5) days and no longer than twenty-one (21) days.

**II. CSAT/HIV “DOOR-TO-TREATMENT” REFERRAL AND REIMBURSEMENT PROVISIONS**

- C. Contractor will be reimbursed only for the actual services provided to CSAT/HIV “Door-to-Treatment” program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a CSAT/HIV “Door-to-Treatment” program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- D. All payments under this Agreement must directly support services specified in this Agreement

**IV. CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV “Door-to-Treatment” funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. Alcohol and Drug Treatment Services Rates of Payment:  
From the aggregate funds County shall pay Contractor at the following rates:

5. \$107.00 per bed day for residential alcohol and drug detoxification services, including food, shelter and other basic needs; and
- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV "Door-to-Treatment" alcohol and drug treatment services.
- C. Contractor's monthly itemized bill will include the following:
  1. Name of program participant receiving CSAT/HIV "Door-to-Treatment" funded services, and the name of the referring County Alcohol and Drug Social Worker.
  2. Dates services were provided, the number of bed days provided for residential, broken down by program participant.
  3. Total amount of the bill for each month, by modality.
  4. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT C**  
**Outcome Based Management and Budgeting Responsibilities**  
**HORIZON SERVICES, INC.**  
**July 1, 2003 through June 30, 2004**

**III. 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:

- M. attend planning and informational meetings;
- N. develop program performance and outcome measurements;
- O. collect and submit data necessary to fulfill measurement requirements;
- P. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- Q. participate in a review of performance and outcome information; and

- R. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

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

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

**ATTACHMENT 1**

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

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

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

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

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

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

\_\_\_\_\_  
 Person – Type or Print Name of 504

Horizon Services, Inc. P.O. Box 4217  
 Name of Contractor(s) - Type or Print Street Address or P.O. Box

Hayward CA 94540  
City State Zip Code

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

\_\_\_\_\_  
Date Signature and Title of Authorized Official

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

**ATTACHMENT 2**

**FINGERPRINTING COMPLIANCE  
Agreement with  
HORIZON SERVICES, INC.  
Alcohol and Drug Services**

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

\_\_\_\_\_



Name (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**HORIZON SERVICES, INC.**  
**July 1, 2003 through June 30, 2004**

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

and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

**ATTACHMENT 4**  
**Payment Procedures (Fee-For-Service Agreements)**  
**HORIZON SERVICES, INC.**  
**July 1, 2003 through June 30, 2004**

**1. Final Settlement Payment**

Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**4. 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, 2004.

b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

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

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

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;

- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end Cost Report;
  - l. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up after intake; and
- m. capacity/utilization report to the state.

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

**4. Documentation Required for Payment**

- a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
- d. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

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

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

- g. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- h. 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.
- i. 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.

**12. 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, 2004.

**13. 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 (Fee-For-Service Agreements)**  
**HORIZON SERVICES, INC.**  
**July 1, 2003 through June 30, 2004**

**III. CONTRACTOR'S RESPONSIBILITIES**

- A. Reporting Requirements for Alcohol and Drug Treatment Services:
1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten (10) calendar days after the end of each month.
  2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
  3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
  4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
  5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug

Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

**II. COUNTY'S RESPONSIBILITIES**

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
1. monthly reports;
  2. financial reports such as annual budgets, cost allocation plans, and cost reports;
  3. quarterly expenses, revenues and units of service reports;
  4. quarterly narrative reports;
  5. outcome data/reports; and
  6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
1. review of all pertinent participant records;
  2. appropriate interviews/discussions with participants served by Contractor;
  3. review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement;
  4. meet with appropriate program management and operations staff;
  5. conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits herein. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

6. a County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
  - D. Provide ongoing technical assistance as needed.
  - E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

## **ATTACHMENT 6**

### **Program Specific Requirements (Fee-For-Service Agreements) HORIZON SERVICES, INC. July 1, 2003 through June 30, 2004**

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

- A. Attend each of the following meetings:
  1. monthly Alcohol and Drug Treatment Provider's meetings; and
  2. other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:  
Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

#### **II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS**

- A. Maintain alcohol and drug treatment program participant records that include the following:
  1. California Alcohol and Drug Data System (CADDs) form;

2. intake form;
  3. signed fee determination;
  4. re-determination of fee every twelve (12) months (except for residential treatment);
  5. medical history;
  6. social history;
  7. alcohol and drug history;
  8. presenting problem;
  9. completed Addiction Severity Index (ASI);
  10. recovery plan;
  11. progress notes;
  12. closure summary/discharge plan;
  15. documented quarterly review by consultant/supervisor;
  14. signed release of information as required;
  15. signed consent to treatment; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.
- I. Contractor will be in compliance with the DAISY (Drug and Alcohol Information System for You) Web-Based Application.
5. Contractor must participate and be in compliance with the Drug and Alcohol Information Systems for You (DAISY) system. DAISY is a centralized web-based application utilized by the County of San Mateo,

Human Services Agency, Alcohol and Other Drug Services to manage client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. It is the Contractor's responsibility to ensure their staff attends the scheduled trainings. The ongoing ability to maintain compliance with DAISY is the responsibility of the Contractor.

6. In connection with the DAISY system, the County and contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.

### **III. PROGRAM CERTIFICATION**

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

- A. Program Requirements:
  1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;
  2. make use of available community resources, including recreational resources;
  3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
  4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive these services.
- B. Underserved Populations Requirements:
  1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
    - c. 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:
  - 3. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  - 2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:
 

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.

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

c. Category III - serious mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

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

D. Administrative Requirements:

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

E. Facility Requirements:

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

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

H. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
  - a. A conflict of interest policy applicable to all of Contractor's program 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.
    - 6) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
  - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.

- e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 7) Health and Safety Code Section 11812(c).
  - 4) Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco,

including but not limited to, companies of the alcohol or tobacco industries.

- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

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

1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

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

#### **IV. FISCAL CERTIFICATIONS**

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

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

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

E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.

1. County has the option to retain ownership of capital equipment purchased with contract funds.

F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

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

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

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

**ATTACHMENT 7**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: HORIZON SERVICES, INC.

Contact Person: \_\_\_\_\_

Address: P.O. BOX 4217



Hayward, CA 94540

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.

\_\_\_\_\_

Signature

Name (Please print)

\_\_\_\_\_

Title

Date

**ATTACHMENT 8**

**Additional Negotiated Net Amount (NNA) Requirements**

**HORIZON SERVICES, INC.**

**July 1, 2003 through June 30, 2004**

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

5. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. The inability of a Contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract. (Required by NNA Amendment 1 2002-03, Exhibit B, Paragraph I.)

6. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.

I. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

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

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

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

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

3. Confidentiality of Information:

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

F. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality

contained in 42 USC Section 90 dd-2, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

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

10. Nondiscrimination in Employment:

- E. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
  
- F. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

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

11. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, 2002-03, Exhibit B, Paragraph Q.4)

12. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Reference : Executive Order D-10-99 and Department of General Services Management Memo 00-02)

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

9. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to the state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**THE LATINO COMMISSION**

**For the period of**

**July 1, 2003 through June 30, 2004**

Agency Contact:  
**Ernie Bednar**  
*Human Services Analyst*  
**(650) 802 -7675**

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

WITNESSETH:

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

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

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

**4. Exhibits and Attachments**

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

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

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

Exhibit C: CSAT HIV "Door-to-Treatment" Services Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit D: Outcome Based Management (OBM) and Budgeting Responsibilities

Attachment 1: Compliance with Section 504

Attachment 2: Fingerprinting Compliance

Attachment 3: HIV/AIDS Services

Attachment 4:	Payment Procedures
Attachment 5:	Monitoring Procedures
Attachment 6:	Program Specific Requirements
Attachment 7:	Equal Benefits Compliance
Attachment 8:	Additional State Negotiated Net Amount (NNA) Requirements

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

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

**6. Payments**

**Maximum Amount**

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

1) ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term.

2) SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607) for SB223 funded drug testing services described in Exhibit A for the Contract term.

3) FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the Contract term.

4) EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the Contract term.

5) ONE HUNDRED THOUSAND DOLLARS (\$100,000) for CSAT HIV "Door-to-Treatment" services funded alcohol and drug treatment services described in Exhibit C for the Contract term.

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

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the

Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**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 sixty (60) days after the date Contractor renders the services. 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.

**Availability of Funds**

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

E. **Program Budget**

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

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

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

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

**Contract Re-negotiation**

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2004, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2004 to May 15, 2004 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to

provide all contract parameters and requirements to Contractor by February 15, 2004, to submit the document for processing by June 1, 2004, and finalize the Agreement by July 1, 2004, subject to receipt of necessary information from the state budget.

**Treatment Services For Which Payment is Made Under This Agreement**

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

**4. Relationship of Parties**

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

**5. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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.

**9. Insurance**



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

7) 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.

8) 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.

5) 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.

**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.

**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.

**Equal Benefits Ordinance Compliance**

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

E. Violation of the Non-Discrimination Provisions

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

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

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

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

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

**8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

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

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

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code

Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

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

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

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

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

**10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

**11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, quality assurance, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. 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.

E. 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**

D. 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.

**Meet and Confer/Mediation**

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

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

G. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

H. 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.

**18. Notices**

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

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

(5) in the case of Contractor, to:  
The Latino Commission  
301 Grand Avenue  
South San Francisco, CA 94080

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

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

ATTEST:

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

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

THE LATINO COMMISSION

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

\_\_\_\_\_  
Signature

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

**EXHIBIT A (Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 Funded**  
**Alcohol and Drug Treatment Services**  
**THE LATINO COMMISSION**  
**July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. Contractor will comply with Title 9, Division 4, Chapter 2.5, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. Contractor's basic outpatient alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

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

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

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

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic outpatient treatment plan will include an average of 6 months of treatment, including at least 4 hours of individual and group counseling sessions for each program participant per week. Transportation and child care will also be provided as needed for program participants.
3. Curriculum will include: the disease model of addiction, the addiction and recovery process, relapse prevention, anger management, personal introspection, self esteem, positive communication skills, parenting skill building, HIV/AIDS and hepatitis B/C education and prevention, and aftercare planning.
4. Access to ancillary services including: job training and development at Peninsula Works, vocational training, literacy and ESL classes,



referrals to the Family Self Sufficiency Team (FSST), and health/mental health care.

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

Contractors basic alcohol and drug day treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor's day treatment services will also be culturally and language appropriate for individuals who are Latino. Contractor will make day treatment services available six days per week, including early mornings and evenings. Contractor's basic day treatment services will include:

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

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

Contractor will provide food, shelter and other basic needs. Contractor's basic residential alcohol and drug treatment services will also be language and culturally appropriate for the Latino population, and will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, food, shelter, and other basic needs, clinical/case management, program orientation, addiction education and intervention, relapse prevention and aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each

program participant, and follow-up with Probation/Parole as required.

2. Individual, group and family counseling, and transportation.
  3. Curriculum will include: self-awareness, grief and loss, physical and sexual abuse, co-dependency, self-esteem building, relationships with children, anger management, HIV/AIDS and hepatitis C education and prevention, cultural attitudes and gender roles on addiction and recovery, identify cultural, familial and spiritual support systems, dynamics of domestic violence and strengthening family ties, 12-step or faith-based recovery activities, vocational assistance, employment options, coordination with criminal justice agencies, relapse prevention strategies,
  4. Access to Methadone services, health/mental health care, job training and development.
  5. After care planning including: family reunification, positive peer relationship building, 12-step or faith based activities.
- D. In addition, Contractor's staff will receive training on opioid addiction and methadone treatment. Contractor will provide alcohol and drug treatment services to program participants who are receiving methadone. Specialized services will include: analysis of program participant's relationship with methadone, the effects of methadone on lifestyle, and development of long term recovery plans.

## **II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a SACPA/ Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.

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

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

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17.

A. Treatment Service Payment

From the aggregate funds County shall pay Contractor at the following rates:

1. \$24.00 per available staff hour for outpatient services;
2. \$75.00 per treatment visit day provided for day treatment including light snacks, recreational activities such as art therapy, or other types of day time activities, (may also include transportation); and
3. \$106.00 per bed day for residential treatment services, including food, shelter and other basic needs.

- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these SACPA/Proposition 36 alcohol and drug outpatient and day treatment services. A separate billing will be submitted for outpatient, day treatment, and residential.

C. Contractor's monthly itemized bill will include:

1. Name of program participant receiving SACPA/Proposition 36 funded services, by modality (outpatient, day treatment, residential), and the name of the referring Drug Court team member.
2. Dates services were provided, and the number of units of service provided by program participant (bed days for residential, treatment visit days for day treatment, total number of staff available hours provided by modality for each, outpatient and day treatment services only).

3. Dates and number of individual counseling sessions, and group sessions provided for each program participant for outpatient services.
4. Total amount of the bill for each month, by modality.
5. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**IV. SB 223 FUNDED DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. Services must be provided in accordance with the California Health and Safety Code regulations for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/Proposition 36 services.

**A. Drug Testing Methods**

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

**B. Guidelines for Drug Testing**

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

in treatment and/or relapse potential, as determined by the counselor or counseling team.

7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

C. SB223 Drug Testing Payment Rates

In full consideration of the SB223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607).

County shall pay Contractor in the manner described below:

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

**EXHIBIT B (Fee-For-Service)**

**Drug Court Treatment Services and Payments**

**THE LATINO COMMISSION**

**July 1, 2003 through June 30, 2004**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor's basic residential alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders.

Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as “program participants”, to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

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

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

**A. Nonresidential Alcohol and Drug Treatment Services:**

Contractor’s services will include:

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

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

Contractor’s services will include:

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

**II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as “Trial Track” Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002:**

**A. Nonresidential Alcohol and Drug Treatment Services:**

Contractor’s services will include:

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

HIV/AIDS testing and education, health care, literacy assistance and supportive educational training, and job search.

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

Contractor’s services will include:

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

medical/ mental health assessments to those program participants identified as having special needs.

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

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

**IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

**In full consideration of Drug Court funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be**



**obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed:**

- A. EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for CDCI funded treatment services; and
- B. FIFTY SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for DCP Trial Track funded treatment services.
- C. From these funds County shall pay Contractor at the rate of:
  - 1. \$35.00 per individual and group counseling hour for CDCI and DCP Trial Track funded nonresidential treatment services; and
  - 2. \$86.00 per bed day for CDCI and DCP Trial Track funded residential treatment services, including food, shelter and other basic needs.
- D. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these alcohol and drug treatment services.
  - 1. Contractor's monthly itemized bill will include:
    - a. Name of program participant receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member, and funding source (CDCI or DCP Trial Track).
- b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and funding source for nonresidential treatment services.
  - c. Number of group counseling hours provided, broken down by program participant, and funding source, for nonresidential treatment services.
  - d. Number of staff hours provided each month, for each funding source, for nonresidential treatment services.
- e. Dates services were provided, broken down by program participant, and funding source, for residential treatment services.
  - f. Total amount of the bill for each month, for each funding source.
  - g. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services

were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

- h. Nonresidential services will be billed by individual and group counseling hours provided, by funding source.

**EXHIBIT C (Fee-For-Service Agreement)**  
**Center For Substance Abuse Treatment HIV “Door-to-Treatment” Funded Alcohol  
and Drug Treatment Services**  
**THE LATINO COMMISSION**  
**July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including 1) men who inject drugs, 2) men who have sex with men, 3) adolescents, 4) women; and 5) individuals released from incarceration within the past two years. Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-treatment” grant.

Contractor shall provide adult men’s residential alcohol and drug Treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. Contractor will possess and maintain the

Appropriate licensure and/or certification required to provide the services

described below. No services will be provided until the appropriate licensure

and/or certification has been obtained.

**III. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED  
“DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES**

Admit to Contractor’s alcohol and drug treatment service(s), individuals who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant.

**A. Residential Alcohol and Drug Treatment Services:**

Contractor will provide the following residential alcohol and drug treatment services:

2. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, food, shelter and other basic needs, treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.

2. A structured program including individual and group counseling to address recovery issues including: life skills, denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, parenting skills, positive communication skills, literacy classes, employment readiness, anger management, conflict resolution, domestic violence, health and mental health issues, and family reconciliation and socialization activities.

**D. Outpatient Alcohol and Drug Treatment Services:**

Contractor will provide the following outpatient alcohol and drug treatment services:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.

2. Contractor’s basic outpatient treatment plan will include: 4 individual counseling sessions and 18 group counseling sessions per program participant, per month.

3. The curriculum will include: the 12-step model of recovery, the impact of addiction on family systems and family dynamics, peer support systems, mental health and health issues (e.g., HIV and risky behaviors), life skills, anger management, money

management, effective parenting skills, domestic conflict resolution, legal issues, and strategies for preventing and responding to re-arrest and relapse, aftercare planning and aftercare groups.

4. Access to ancillary services including: housing, child care, employment readiness, health and mental health care.

E. Alcohol and Drug Day Treatment Services:

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

**II. CSAT/HIV "DOOR-TO-TREATMENT" REFERRAL AND REIMBURSEMENT PROVISIONS**

- E. Contractor will be reimbursed only for the actual services provided to CSAT/HIV "Door-to-Treatment" program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a CSAT/HIV "Door-to-Treatment" program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.

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

**V. CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV “Door-to-Treatment” funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. Alcohol and Drug Treatment Services Rates of Payment:  
From the aggregate funds County shall pay Contractor at the following rates:
  - 6. \$106.00 per bed day for residential alcohol and drug treatment services, including food, shelter and other basic needs; and
  - 7. \$35.00 per available staff hour for outpatient alcohol and drug treatment services; and
  - 8. \$75.00 per treatment visit day for alcohol and drug day treatment services.
- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV “Door-to-Treatment” alcohol and drug treatment services.
- C. Contractor’s monthly itemized bill will include the following:
  - 1. Name of program participant receiving CSAT/HIV “Door-to-Treatment” funded services, by modality (residential, outpatient, and day treatment), and the name of the referring County Alcohol and Drug Social Worker.
  - 2. Dates services were provided, the number of bed days provided for residential, broken down by program participant, by modality.
  - 3. Number of groups and individual counseling hours provided for outpatient and day treatment services.
  - 9. Number of available staff hours for outpatient services.
  - 5. Total amount of the bill for each month, by modality.

6. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

#### **EXHIBIT D**

### **Outcome Based Management and Budgeting Responsibilities**

#### **THE LATINO COMMISSION**

**July 1, 2003 through June 30, 2004**

#### **IV. 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:

- S. attend planning and informational meetings;
- T. develop program performance and outcome measurements;
- U. collect and submit data necessary to fulfill measurement requirements;
- V. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- W. participate in a review of performance and outcome information; and
- X. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

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

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

# ATTACHMENT 1

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

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

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

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

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

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

\_\_\_\_\_ Name of 504  
 Person – Type or Print

THE LATINO COMMISSION 301 GRAND Ave Name of  
 Contractor(s) - Type or Print Street Address or P.O. Box

SOUTH SAN FRANCISCO CA 94080  
 City State Zip Code

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

\_\_\_\_\_ Date \_\_\_\_\_ Signature and Title of Authorized Official

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a

significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**ATTACHMENT 2**

**FINGERPRINTING COMPLIANCE**

**Agreement with**

**THE LATINO COMMISSION**

**Alcohol and Drug Services**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 3**

**HIV/AIDS Services**

**THE LATINO COMMISSION**

**July 1, 2003 through June 30, 2004**



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

**ATTACHMENT 4**  
**Payment Procedures (Fee-For-Service Agreements)**  
**THE LATINO COMMISSION**  
**July 1, 2003 through June 30, 2004**

1. **Final Settlement Payment**

Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**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, 2004.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

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

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

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end Cost Report;
- l. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up after intake; and
- m. capacity/utilization report to the state.

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

**4. Documentation Required for Payment**

- a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
- e. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

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

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

- j. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- k. 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.
- l. 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.

**15. 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, 2004.

**16. 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 (Fee-For-Service Agreements)**  
**THE LATINO COMMISSION**  
**July 1, 2003 through June 30, 2004**

**IV. CONTRACTOR'S RESPONSIBILITIES**

**A. Reporting Requirements for Alcohol and Drug Treatment Services:**

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten (10) calendar days after the end of each month.
2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
7. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

## II. COUNTY'S RESPONSIBILITIES

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
- J. monthly reports;
2. financial reports such as annual budgets, cost allocation plans, and cost reports;
3. quarterly expenses, revenues and units of service reports;
4. quarterly narrative reports;
  5. outcome data/reports; and
  6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
1. review of all pertinent participant records;
  2. appropriate interviews/discussions with participants served by Contractor;
  3. review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement;
  4. meet with appropriate program management and operations staff; and
  5. conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits herein. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

6. a County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
  - D. Provide ongoing technical assistance as needed.
  - E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

### **ATTACHMENT 6**

## **Program Specific Requirements (Fee-For-Service Agreements) THE LATINO COMMISSION July 1, 2003 through June 30, 2004**

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

- A. Attend each of the following meetings:
  1. monthly Alcohol and Drug Treatment Provider's meetings; and
  2. other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:  
Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

### **II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS**

- A. Maintain alcohol and drug treatment program participant records that include the following:
  1. California Alcohol and Drug Data System (CADDs) form;

2. intake form;
  3. signed fee determination;
  4. re-determination of fee every twelve (12) months (except for residential treatment);
  5. medical history;
  6. social history;
  7. alcohol and drug history;
  8. presenting problem;
  9. completed Addiction Severity Index (ASI);
  10. recovery plan;
  11. progress notes;
  12. closure summary/discharge plan;
  16. documented quarterly review by consultant/supervisor;
  14. signed release of information as required;
  15. signed consent to treatment; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.
- K. Contractor will be in compliance with the DAISY (Drug and Alcohol Information System for You) Web-Based Application.
7. Contractor must participate and be in compliance with the Drug and Alcohol Information Systems for You (DAISY) system. DAISY is a centralized web-based application utilized by the County of San Mateo,

Human Services Agency, Alcohol and Other Drug Services to manage client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. It is the Contractor's responsibility to ensure their staff attends the scheduled trainings. The ongoing ability to maintain compliance with DAISY is the responsibility of the Contractor.

8. In connection with the DAISY system, the County and contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.

### **III. PROGRAM CERTIFICATION**

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

- A. Program Requirements:
  1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;
  2. make use of available community resources, including recreational resources;
  3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
  4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive these services.
- B. Underserved Populations Requirements:
  1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
    - d. 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:
  - 4. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  - 2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:
 

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.

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

c. Category III - serious mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

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

D. Administrative Requirements:

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

E. Facility Requirements:

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

2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
  3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.
- I. Governance and Operational Requirements:
1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
  2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
    - a. A conflict of interest policy applicable to all of Contractor's program 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.
      - 8) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
    - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
    - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.

- e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 9) Health and Safety Code Section 11812(c).
  - 4) Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco,

including but not limited to, companies of the alcohol or tobacco industries.

- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

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

1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

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

#### **IV. FISCAL CERTIFICATIONS**

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

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

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

E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.

1. County has the option to retain ownership of capital equipment purchased with contract funds.

F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

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

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

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

**ATTACHMENT 7**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: THE LATINO COMMISSION

Contact Person: \_\_\_\_\_

Address: 301 GRAND AVE

SOUTH SAN FRANCISCO, CA 94080



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.

\_\_\_\_\_

Signature

Name (Please print)

\_\_\_\_\_

Title

Date

ATTACHMENT 8  
**Additional Negotiated Net Amount (NNA) Requirements**  
THE LATINO COMMISSION  
**July 1, 2003 through June 30, 2004**

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

7. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. The inability of a Contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract. (Required by NNA Amendment 1 2002-03, Exhibit B, Paragraph I.)

8. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.

M. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

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

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

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

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

3. Confidentiality of Information:

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

H. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality

contained in 42 USC Section 90 dd-2, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

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

13. Nondiscrimination in Employment:

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

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

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

14. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, 2002-03, Exhibit B, Paragraph Q.4)

15. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Reference : Executive Order D-10-99 and Department of General Services Management Memo 00-02)

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

10. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to the state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**PROJECT NINETY, INC.**

**For the period of**  
**July 1, 2003 through June 30, 2004**

Agency Contact:  
***Ernie Bednar***  
***Human Services Analyst***  
**(650) 802 -7675**

**FEE-FOR-SERVICE AGREEMENT WITH  
PROJECT NINETY, 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, PROJECT NINETY, INC., hereinafter called "Contractor";

WITNESSETH:

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

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

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

**5. Exhibits and Attachments**

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

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

- Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit C: CSAT HIV "Door-to-Treatment" Services Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit D: Outcome Based Management (OBM) and Budgeting Responsibilities

- Attachment 1: Compliance with Section 504
- Attachment 2: Fingerprinting Compliance
- Attachment 3: HIV/AIDS Services
- Attachment 4: Payment Procedures
- Attachment 5: Monitoring Procedures
- Attachment 6: Program Specific Requirements
- Attachment 7: Equal Benefits Compliance
- Attachment 8: Additional State Negotiated Net Amount (NNA) Requirements

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

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

**7. Payments**

**Maximum Amount**

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

1) ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term.

2) SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607) for SB223 funded drug testing services described in Exhibit A for the Contract term.

3) FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the Contract term.

4) EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the Contract term.

5) ONE HUNDRED THOUSAND DOLLARS (\$100,000) for CSAT HIV “Door-to-Treatment” services funded alcohol and drug treatment services described in Exhibit C for the Contract term.

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

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

**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 sixty (60) days after the date Contractor renders the services. 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.

**Availability of Funds**

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

E. **Program Budget**

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

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

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

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

#### **Contract Re-negotiation**

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2004, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2004 to May 15, 2004 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2004, to submit the document for processing by June 1, 2004, and finalize the Agreement by July 1, 2004, subject to receipt of necessary information from the state budget.

#### **Treatment Services For Which Payment is Made Under This Agreement**

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

#### **4. Relationship of Parties**

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

#### **5. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not



limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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.

**10. Insurance**

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

9) 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.

10) 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.

6) 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.

**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.

**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.

**Equal Benefits Ordinance Compliance**

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

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

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

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

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

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

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

**8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

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

or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

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

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

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

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

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

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human

Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

**10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

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

**11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, quality assurance, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. 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.

F. 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**

E. 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.

**Meet and Confer/Mediation**

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

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

I. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

J. 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.

**19. Notices**

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

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

- (6) in the case of Contractor, to:  
Project Ninety, Inc.  
720 South "B" Street, Suite 3  
San Mateo, CA 94401

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

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

ATTEST:

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

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

PROJECT NINETY, INC.

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

\_\_\_\_\_  
Signature

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

**EXHIBIT A (Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and**  
**SB 223 Funded Alcohol and Drug Treatment Services**  
**PROJECT NINETY, INC.**  
**July 1, 2003 through June 30, 2004**



These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. Contractor will comply with the Department of Alcohol and Drug Programs (ADP) Emergency Adoption of Chapter 2.5, commencing with Section 9500, Division 4, Title 9, California Code of Regulations Substance Abuse and Crime Prevention Act of 2000, and OMB Circulars A-87 and A-122. Contractor's basic residential alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

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

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

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

- In addition to Contractor's basic residential alcohol and drug treatment services, Contractor will also provide services to individuals with co-occurring disorders as defined in Section III.C.1. of Attachment 6. Contractor's basic men's residential alcohol and drug treatment services will include:
2. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
    2. Contractor's basic 90 day men's residential treatment program will include: individual and group counseling, family groups, the 12-step model of recovery, introduction to Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) meetings, life skills training, transportation, relapse prevention, and aftercare planning.
    3. Access to ancillary support services including: 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive education and job training through Welfare-to-Work,

Peninsula Works, and the Family Self-Sufficiency Team (FSST), legal issues, housing, and health/mental health issues.

4. In addition, Contractor will provide men's residential alcohol and drug treatment services to men who have co-occurring disorders. Services will include the same basic treatment services, plus medication monitoring, psychiatric counseling, longer group sessions, and mental health support services.

a. Contractor will have in place written policies and procedures regarding the monitoring of program participants with co-occurring disorders and the monitoring of medications.

**B. SACPA/Proposition 36 Working Men's Residential Alcohol and Drug Treatment Services**

Contractor's basic working men's residential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter, and other basic needs, addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic 90 day working men's residential treatment program will include a minimum of: 2 individual and 4 group counseling sessions, per program participant, per month, weekly family groups, the 12-step model of recovery, and financial planning.
3. Access to ancillary support services including: 12-step meetings, HIV/AIDS testing and education, vocational counseling, employment placement, counseling for issues including anger management, and molestation/sexual/violence issues, and family services.

**C. SACPA/Proposition 36 Funded Alcohol and Drug Intensive Day Treatment Services**

Contractor's basic intensive day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic 90 day intensive day treatment services will

include a minimum of 2 individual and 8 group counseling sessions per month, per program participant (e.g. monthly treatment episode).

3. Curriculum will include a structured program including individual and group counseling, light snacks, art therapy, and alcohol and drug-free recreation and family socialization activities.
4. Access to ancillary support services including: transportation, legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and health/mental health assessments.

**D. SACPA/Proposition 36 Funded Alcohol and Drug Aftercare Services:**

Contractor will provide a six month aftercare program to SACPA/ Proposition 36 program participants, including individuals with co-occurring disorders, who have been assessed as needing aftercare services. Aftercare services will be provided upon assessment and referral from the SACPA/Proposition 36 Team. Contractor's aftercare services will include:

1. Individual and group counseling and family education that addresses relapse prevention/trigger awareness issues, anger management, high risk situation avoidance, money management and issues of frustration and depression.
3. On-going assessment, diagnosis, aftercare treatment planning with program participant's input, relapse prevention education and activities, psychiatric assessment, coping skills training and development of an aftercare exit plan.
4. Access to health and mental health services, and 12-step meetings.
5. Aftercare services will be designed to be responsive to the program participant's special needs. Individual progress will be monitored. If a program participant presents as requiring additional treatment or aftercare, Contractor will assist program participant to obtain necessary services.

**E. SACPA/Proposition 36 Funded Alcohol and Drug Treatment Readiness Services:**

Contractor's basic treatment readiness services will be provided to men over the age of eighteen of all ethnicities, and sexual orientations, who are assessed and referred through the SACPA/Proposition 36 system in San Mateo County. The following services and staffing will be provided by Contractor as part of their treatment readiness services:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), urine screening, residential treatment planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/ Parole as required.
2. Attendance monitoring, on-going assessment and progress evaluation, topic specific and structured recovery support, and check in groups.
3. Staffing ratio shall be consistent with current clinical standards.
4. Structured, thematic presentations to help engage, retain, and educate program participants. Peer discussion/check-in will be used as a tool to motivate clients towards achieving treatment goals.
6. Provide program participants with familiarization with treatment terms, concepts and community-based organizations that can assist them in recovery.
7. Provide access to support group meetings, family group sessions, and Thursday Night Community and graduation groups.
8. Provide linkages with community systems including: mental health, criminal justice, homeless services, AIDS services, Welfare to Work, Peninsula Works, Family Self Sufficiency Team, and local health providers.

**II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- G. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a SACPA/ Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services

Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.

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

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

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

A. Alcohol and Drug Treatment Rates

From the aggregate funds County shall pay Contractor at the following rates:

1. \$64.00 per bed day for residential treatment services, including food, shelter and other basic needs.
2. \$97.00 per bed day for residential treatment services for program participants with co-occurring disorders, including food shelter and other basic needs.
3. 41.00 per bed day for the working men's residential treatment program.
4. \$59.00 per visit day for intensive day treatment services which will include light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation).
5. \$20.00 per staff available hour for aftercare services.
6. A one time flat fee of \$28.00 for treatment readiness services.

- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these SACPA/Proposition 36

alcohol and drug treatment services. A separate billing will be submitted for both residential and intensive day treatment services.

- D. Contractor's monthly itemized bill will include the following:
1. Name of program participant receiving SACPA/Proposition 36 funded services, modality (residential, residential with co-occurring disorders, working's men's residential, intensive day treatment, aftercare, and treatment readiness services), and the name of the referring SACPA/Proposition 36 team member.
  2. Dates services were provided, the number of bed days provided for residential, or number of visit days provided for intensive day treatment services, broken down by program participant.
  3. Number of staff available hours provided for treatment readiness, intensive day treatment or aftercare services each month, by modality.
  4. Number of groups and individual counseling hours provided for aftercare services and treatment readiness.
  5. Total amount of the bill for each month, by modality.
  6. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

#### IV. **SB 223 FUNDED DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with the California Health and Safety Code regulations for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

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

B. Guidelines for Drug Testing

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

C. SB 223 Drug Testing Payment Rates

In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607). County shall pay Contractor as follows:

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

3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT B (Fee-For-Service Agreement)**  
**Drug Court Alcohol and Drug Treatment Services and Payments**  
**PROJECT NINETY, INC.**  
**July 1, 2003 through June 30, 2004**

Contractor will provide the following Drug Court alcohol and drug treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's CDCI Drug Court alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants" who are referred by San Mateo County Drug Court Teams to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

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

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

**A. Residential Alcohol and Drug Treatment Services:**

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

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, follow-up at 3-months and 9-months after intake for each program participant, relapse prevention, case management, aftercare planning, follow-up for each program participant, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction



and relapse triggers, and parenting skills, art therapy, and family socialization activities.

3. Access to ancillary support services that may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search, and medical/mental health assessments to those program participants identified as having special needs.

## **II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as “Trial Track” Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002:**

### **A. Residential Alcohol and Drug Treatment Services:**

Contractor’s basic residential alcohol and drug treatment services will include:

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

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

- A. Contractor will be reimbursed only for the actual services provided to Drug Court program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the Drug Court Team), and by order of the court. Program participants may also be referred directly from the

Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.

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

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

In full consideration of the Drug Court funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed:

- A. EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for CDCI funded treatment services; and
- B. FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for DCP Trial Track funded treatment services.
- C. From these funds County shall pay Contractor at the rate of \$40.43 per bed day, per individual served, for services provided for CDCI and DCP Trial Track funded residential alcohol and drug treatment services, including food, shelter and other basic needs.
- D. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI and DCP Trial Track funded Drug Court alcohol and drug treatment services.
- E. Contractor's monthly itemized bill will include the following:
  - 1. Name of program participants receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member for each program participant, and funding source (CDCI or DCP Trial Track).
  - 2. Dates services were provided for Drug Court alcohol and drug treatment services, broken down by program participant and funding source.
  - 3. Total amount of the bill for each month, for each funding source.
  - 4. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT C (Fee-For-Service Agreement)**  
**Center For Substance Abuse Treatment HIV "Door-to-Treatment" Funded Alcohol  
and Drug Treatment Services  
PROJECT NINETY, INC.**

**July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including 1) men who inject drugs, 2) men who have sex with men, 3) adolescents, 4) women, and 5) individuals released from incarceration within the past two years. Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-treatment” grant. Contractor shall provide adult men’s residential alcohol and drug Treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

**IV. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED “DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES**

Admit to Contractor’s alcohol and drug treatment service(s), individuals who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant.

- A. Adult Men’s Residential Alcohol and Drug Treatment Services:  
Contractor will provide the following adult men’s residential alcohol and drug treatment services:

3. Intake, assessment (utilizing the Addiction Severity Index [ASI], food, shelter and other basic needs, treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Contractor's basic 90 day men's residential treatment program will include: individual and group counseling, family groups, the 12-step model of recovery, introduction to Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) meetings, life skills training, transportation, relapse prevention, and aftercare planning.
3. Access to ancillary support services including: 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive education and job training through Welfare-to-Work, Peninsula Works, and the Family Self-Sufficiency Team (FSST), legal issues, housing, and health/mental health issues.
4. In addition, Contractor will provide men's residential alcohol and drug treatment services to men who have co-occurring disorders. Services will include the same basic treatment services, plus medication monitoring, psychiatric counseling, longer group sessions, and mental health support services.
  - a. Contractor will have in place written policies and procedures regarding the monitoring of program participants with co-occurring disorders and the monitoring of medications.

F. Adolescent Residential Alcohol and Drug Treatment Services:

Contractor will provide adolescent residential alcohol and drug treatment services to male adolescents ages 14-18. Any male program participant turning 18 will be eligible to receive residential treatment services under Contractor's adult male residential alcohol and drug treatment program, unless they are still considered a dependent in which case they will remain in the adolescent treatment program. Contractor will provide the following services:

1. Intake, assessment (utilizing the Addiction Severity Index ([ASI]), treatment planning, food, shelter and other basic needs, treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Incorporate substance abuse treatment while integrating program participant into educational, social, family and therapeutic activities that are healthy and productive.

3. Curriculum will include: high risk behaviors around substance abuse, sexual activity, and criminal gang involvement; individual and group counseling; quarterly family meetings, family therapy, anger management, and individual and group therapy; introduction to 12-step based recovery including Alcoholics Anonymous and Narcotics Anonymous; educational support; weekly progress reports; scheduled clean and sober recreational and cultural activities; relapse identification and prevention; job search skills and appropriate life skills training; transportation; safe sex education including HIV prevention; and aftercare planning.
4. Make available ancillary support services including HIV/AIDS testing and education, literacy assessment and training, and basic education assessment and instruction.

**II. CSAT/HIV “DOOR-TO-TREATMENT” REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to CSAT/HIV “Door-to-Treatment” program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a CSAT/HIV “Door-to-Treatment” program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- C. All payments under this Agreement must directly support services specified in this Agreement

**VI. CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV “Door-to-Treatment” funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000), County payment to Contractor shall be consistent with Alcohol and

Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. Alcohol and Drug Treatment Services Rates of Payment:  
From the aggregate funds County shall pay Contractor at the following rates:
1. \$72.20 per bed day for adult men's residential alcohol and drug treatment services, including food, shelter and other basic needs, for the first 30 days of services;
  2. \$42.15 per bed day for adult men's residential alcohol and drug treatment services including food, shelter and other basic needs, for the next 60 days of services;
  3. \$170.00 per bed day for adolescent male residential alcohol and drug treatment services including food, shelter, and other basic needs. (Adolescent services are provided for a minimum of 6 months.)
- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV "Door-to-Treatment" alcohol and drug treatment services.
- C. Contractor's monthly itemized bill will include the following:
1. Name of program participant receiving CSAT/HIV "Door-to-Treatment" funded services, by modality, and the name of the referring County Alcohol and Drug Social Worker.
  2. Dates services were provided, the number of bed days provided for residential, broken down by program participant, by modality.
  3. Total amount of the bill for each month, by modality.
  4. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT D**  
**Outcome Based Management and Budgeting Responsibilities**  
**PROJECT NINETY, INC.**  
**July 1, 2003 through June 30, 2004**

**V. 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**

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

**ATTACHMENT 1**

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

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

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



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

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

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

\_\_\_\_\_  
 Person – Type or Print Name of 504

PROJECT NINETY, INC.                      720 SOUTH B. ST. SUITE 3  
 Name of Contractor(s)   -   Type or Print   Street Address or P.O. Box

SAN MATEO    CA    94044  
 City    State    Zip Code

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

\_\_\_\_\_  
 Date    Signature and Title of Authorized Official

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

**ATTACHMENT 2**

FINGERPRINTING COMPLIANCE  
 Agreement with  
 PROJECT NINETY, INC.  
 Alcohol and Drug Services

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

- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**PROJECT NINETY, INC.**  
**July 1, 2003 through June 30, 2004**

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

- C. Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS as a recovery issue, risk assessment and prevention education, culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change. Contractor must have up-to-date information readily available for participants on HIV testing and counseling, needle exchange programs and written information on HIV/AIDS and Hepatitis A, B and C. Contractor must also make access to condoms available to all program participants.
- D. Contractor will consult with San Mateo County AIDS Program to determine the best way for the AIDS Program, or Contractor's staff trained by the AIDS Program, to deliver HIV/AIDS group education to program participants. HIV/AIDS group education for participants will occur monthly for two (2) hours, with participant attendance expected. Group education will be designed with recovery as a focus, and will include culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change.
- E. Contractor will coordinate with the Alcohol and Drug Services Administrator, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

**ATTACHMENT 4**  
**Payment Procedures (Fee-For-Service Agreements)**  
**PROJECT NINETY, INC.**  
**July 1, 2003 through June 30, 2004**

- 1. **Final Settlement Payment**  
Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.
- 8. **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, 2004.

b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

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

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

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
  
- j. outcome objectives data/report;
- k. final/year-end Cost Report;
  - l. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up after intake; and
- m. capacity/utilization report to the state.

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

**4. Documentation Required for Payment**

a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.

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

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

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities

described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

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

17. **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, 2004.

**18. 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 (Fee-For-Service Agreements)**  
**PROJECT NINETY, INC.**  
**July 1, 2003 through June 30, 2004**

**V. CONTRACTOR'S RESPONSIBILITIES**

**A. Reporting Requirements for Alcohol and Drug Treatment Services:**

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten (10) calendar days after the end of each month.
  2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
  3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
  4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
- 9.** Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

## II. COUNTY'S RESPONSIBILITIES

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
  - L. monthly reports;
    - 2. financial reports such as annual budgets, cost allocation plans, and cost reports;
  - 3. quarterly expenses, revenues and units of service reports;
    - 4. quarterly narrative reports;
    - 5. outcome data/reports; and
    - 6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
  - 1. review of all pertinent participant records;
  - 2. appropriate interviews/discussions with participants served by Contractor;
  - 3. review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement;
  - 4. meet with appropriate program management and operations staff; and
  - 5. conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits herein. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

6. a County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
  - D. Provide ongoing technical assistance as needed.
  - E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

### **ATTACHMENT 6**

## **Program Specific Requirements (Fee-For-Service Agreements) PROJECT NINETY, INC. July 1, 2003 through June 30, 2004**

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

- A. Attend each of the following meetings:
  1. monthly Alcohol and Drug Treatment Provider's meetings; and
  2. other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:  
Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

### **II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS**

- A. Maintain alcohol and drug treatment program participant records that include the following:
  1. California Alcohol and Drug Data System (CADDs) form;



2. intake form;
  3. signed fee determination;
  4. re-determination of fee every twelve (12) months (except for residential treatment);
  5. medical history;
  6. social history;
  7. alcohol and drug history;
  8. presenting problem;
  9. completed Addiction Severity Index (ASI);
  10. recovery plan;
  11. progress notes;
  12. closure summary/discharge plan;
  17. documented quarterly review by consultant/supervisor;
  14. signed release of information as required;
  15. signed consent to treatment; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.
- M. Contractor will be in compliance with the DAISY (Drug and Alcohol Information System for You) Web-Based Application.
9. Contractor must participate and be in compliance with the Drug and Alcohol Information Systems for You (DAISY) system. DAISY is a centralized web-based application utilized by the County of San Mateo,

Human Services Agency, Alcohol and Other Drug Services to manage client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. It is the Contractor's responsibility to ensure their staff attends the scheduled trainings. The ongoing ability to maintain compliance with DAISY is the responsibility of the Contractor.

10. In connection with the DAISY system, the County and contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.

### **III. PROGRAM CERTIFICATION**

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

- A. Program Requirements:
  1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;
  2. make use of available community resources, including recreational resources;
  3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
  4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive these services.
- B. Underserved Populations Requirements:
  1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
    - e. 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:
  - 5. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  - 2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:
 

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.

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

c. Category III - serious mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

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

D. Administrative Requirements:

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

E. Facility Requirements:

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

2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
  3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.
- J. Governance and Operational Requirements:
1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
  2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
    - a. A conflict of interest policy applicable to all of Contractor's program 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.
      - 10) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
    - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
    - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.

- e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 11) Health and Safety Code Section 11812(c).
  - 12) Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco,

including but not limited to, companies of the alcohol or tobacco industries.

- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

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

1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

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

#### **IV. FISCAL CERTIFICATIONS**

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

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



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

E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.

1. County has the option to retain ownership of capital equipment purchased with contract funds.

F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

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

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

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

**ATTACHMENT 7**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: PROJECT NINETY, INC.

Contact Person: \_\_\_\_\_

Address: 720 SOUTH B ST, SUITE 3  
SAN MATEO, CA 94401

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.

\_\_\_\_\_

Signature

Name (Please print)

\_\_\_\_\_

Title

Date

ATTACHMENT 8  
**Additional Negotiated Net Amount (NNA) Requirements**  
PROJECT NINETY, INC.  
**July 1, 2003 through June 30, 2004**

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

1. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. The inability of a Contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract. (Required by NNA Amendment 1 2002-03, Exhibit B, Paragraph I.)

2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
3. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
4. No state funds received under this contract will be used to assist, promote or deter union organizing.
5. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
6. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

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

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

law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-2, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

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

9. Nondiscrimination in Employment:

- I. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- J. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

10.No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, 2002-03, Exhibit B, Paragraph Q.4)

11.No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in

violation of copyright laws. (Reference : Executive Order D-10-99 and Department of General Services Management Memo 00-02)

(Required by NNA Amendment 1, Exhibit B, Paragraph V)

11. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to the state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**PYRAMID ALTERNATIVES**

**For the period of**

**July 1, 2003 through June 30, 2004**

Agency Contact:  
*Ernie Bednar*  
*Human Services Analyst*  
**(650) 802 -7675**

**FEE-FOR-SERVICE AGREEMENT WITH  
PYRAMID ALTERNATIVES  
FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and, PYRAMID ALTERNATIVES, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug treatment services in accordance with state and federal laws, regulations, and funding mandates.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

**6. Exhibits and Attachments**

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit C: Outcome Based Management (OBM) and Budgeting Responsibilities

Attachment 1: Compliance with Section 504

Attachment 2: Fingerprinting Compliance

Attachment 3:	HIV/AIDS Services
Attachment 4:	Payment Procedures
Attachment 5:	Monitoring Procedures
Attachment 6:	Program Specific Requirements
Attachment 7:	Equal Benefits Compliance
Attachment 8:	Additional State Negotiated Net Amount (NNA) Requirements

**2. Services to be Performed by Contractor**

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**8. Payments**

**Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term.

2) SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607) for SB223 funded drug testing services described in Exhibit A for the Contract term.

3) FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the Contract term.

4) EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the Contract term.

**Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and



therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

#### **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 sixty (60) days after the date Contractor renders the services. 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.

#### **Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

#### **E. Program Budget**

6. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

k. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

l. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

#### **Contract Re-negotiation**

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2004, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2004 to May 15, 2004 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2004,

to submit the document for processing by June 1, 2004, and finalize the Agreement by July 1, 2004, subject to receipt of necessary information from the state budget.

**Treatment Services For Which Payment is Made Under This Agreement**

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

**4. Relationship of Parties**

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

**5. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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.

**11. Insurance**

A. Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section

has been obtained and such insurance has been approved by the Director of the Human Services Agency and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

11) 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.

12) 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.

7) 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.

**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.

**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.

**Equal Benefits Ordinance Compliance**

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph; and/or
- b) Set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

**8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code

Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E. Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual, which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

**10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

**11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, quality assurance, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. 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.

G. 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**

F. 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.

**Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

K. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

L. 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.

**20. Notices**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

- (6) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Other Drug Services  
400 Harbor Boulevard, Building C



Belmont, CA 94002

(7) in the case of Contractor, to:  
Pyramid Alternatives  
480 Manor Plaza  
Pacifica, CA 94044

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

PYRAMID ALTERNATIVES

\_\_\_\_\_  
Name, Title - Print

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**EXHIBIT A (Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**and SB 223 Funded Alcohol and Drug Treatment Services**  
**PYRAMID ALTERNATIVES**  
**July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team Contractor will comply with the Department of Alcohol and Drug Programs (ADP) Emergency Adoption of Chapter 2.5, commencing with Section 9500, Division 4, Title 9, California Code of Regulations Substance Abuse and Crime Prevention Act of 2000; and OMB Circulars A-87 and A-122. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained. Contractor's basic alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders.

Contractor will admit individuals, hereinafter referred to as "program participants", referred by SACPA/Proposition 36 Team to these services. The length of treatment will vary according to the specific need of each program participant. Contractor will provide the following services at mutually agreed upon location(s) in San Mateo County to individuals who are deemed eligible for SACPA/ Proposition 36 funded services:

**I. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

A. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services: Contractor's outpatient services will be culturally and language appropriate in English, Spanish and Tagalog; and will also be culturally appropriate for the gay and lesbian population as necessary. Contractor will also provide services to individuals with co-occurring disorders as defined in Section III.C. of Attachment 6, herein. Contractor's basic outpatient treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), individualized treatment plan (in conjunction with the program participant), urine screening, relapse prevention, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic outpatient treatment services will include a minimum of 4 weeks of outpatient services including: 4 individual counseling sessions, 4 group counseling sessions, per month, per program participant.

3. Curriculum will include: psycho-educational sessions in content and function, and will address each program participant's unique issues such as: threat of suicide, co-occurring disorders, cultural, employment, health, anger management, sexual orientation, and other related issues including family issues.
4. Family sessions will include: psycho-education, parenting skills, developmental and maturation indicators, risk assessment and management, cultural and/or unique issues.
5. Access to ancillary services including: legal support, HIV/AIDS testing and education, health/mental health care, literacy assistance and supportive educational training, and job search.
6. In addition, program participants with a co-occurring disorder will receive Contractor's basic outpatient services plus groups specifically tailored for that population, which will be co-facilitated with Mental Health Services.
  - a. Program participants will be allowed prescribed psychotropic medications with written confirmation from the prescribing physician.

B. SACPA/Proposition 36 Substance Abuse Education and Intervention Services:

Contractor's substance abuse education and intervention services will be culturally and language appropriate in English, Spanish and Tagalog; and will also be culturally appropriate for the gay and lesbian population as necessary. Contractor will also provide services to individuals with co-occurring disorders as defined in Section III.C. of Attachment 6, herein.

1. Contractor's basic substance abuse education services will include:
  - a. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, relapse prevention, aftercare planning, and follow-up with Probation/Parole as required.
  - b. Contractor's basic substance abuse education services will include a minimum of 8 weeks of substance abuse education services including: individual and group counseling sessions, on average 3 hours per week plus 2 hours per week of 12-step and/or ancillary support services.
  - c. Curriculum will include: program participants and family members will psycho-education including a full range of subjects from the disease model of addiction to job and educational issues, family dynamics, building parenting

skills, risk assessment and management, urine screening, on-going support in 12-step and similar programs.

- d. Access to ancillary services including: health screening, HIV testing, tutoring, job skills, family support groups, plus other related services.

2. Contractor's basic early intervention services will include:

- a. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, aftercare planning, urine screening, and follow-up with Probation/Parole as required.
- b. Contractor's basic early intervention plan will include a minimum of 4 weeks of intervention services including: individual and group counseling sessions, to address problem identification and identifying on-going support systems.
- c. Curriculum will include: program participants and family members will receive psycho-education including a full range of subjects from the disease model of addiction to job and educational issues, family dynamics, building parenting skills, on-going support in 12-step and similar programs.
- d. Access to ancillary services including: health screening, HIV testing, tutoring, job skills, family support groups, plus other related services.

C. SACPA/Proposition 36 Alcohol and Drug Treatment Readiness Services:

Contractor's substance abuse education and intervention services will be culturally and language appropriate in English, Spanish and Tagalog; and will also be culturally appropriate for the gay and lesbian population as necessary. Contractor will also provide services to individuals with co-occurring disorders as defined in Section III.C. of Attachment 6, herein. Contractor's basic treatment readiness services will include:

- 1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with program participant), relapse prevention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
- 2. Contractor's basic treatment readiness services will include a minimum of 3 weeks of treatment readiness services including: 3 individual and 3 group counseling sessions, per month, per program participant.

3. Curriculum will include: sessions which are psycho-educational in content and function, and will address each program participant's unique issues such as: threat of suicide, co-occurring disorders, cultural, employment, health, anger management, sexual orientation, and other related issues including family issues.
4. Family sessions will include: psycho-education, parenting skills, developmental and maturation indicators, risk assessment and management, cultural and/or unique issues.
5. Access to ancillary services including: legal support, HIV/AIDS testing and education, health/mental health care, literacy assistance and supportive educational training, and job search.
6. In addition, program participants with a co-occurring disorder will receive Contractor's basic treatment readiness services plus groups specifically tailored for that population, which will be co-facilitated with Mental Health Services.
  - a. Program participants will be allowed prescribed psychotropic medications with written confirmation from the prescribing physician.

**D. SACPA/Proposition 36 Alcohol and Drug Aftercare Services:**

Contractor's alcohol and drug aftercare services will be culturally and language appropriate in English, Spanish and Tagalog; and will also be culturally appropriate for the gay and lesbian population as necessary. Contractor will also provide services to individuals with co-occurring disorders as defined in Section III.C. of Attachment 6, herein. Contractor's basic alcohol and drug aftercare services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic alcohol and drug aftercare services will include a minimum of 24 weeks of aftercare services including: 2 group counseling sessions, 2 per week for 12 weeks, then 1 per week for 12 weeks, per program participant.
3. Curriculum will include: sessions which are psycho-educational in content and function, and will address each program participant's unique issues such as: threat of suicide, co-occurring disorders,

cultural, employment, health, anger management, sexual orientation, and other related issues including family issues.

4. Access to ancillary services including health/mental health care and social support.
5. Re-engagement into more intensive treatment will be offered for those program participants who experience difficulties during aftercare.

6. In addition, program participants with a co-occurring disorder will receive Contractor's basic treatment readiness services plus groups specifically tailored for that population, which will be co-facilitated with Mental Health Services.

- a. Program participants will be allowed prescribed psychotropic medications with written confirmation from the prescribing physician.

## **II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a SACPA/ Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- C. All payments under this Agreement must directly support services specified in this Agreement.

## **III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

- A. In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements

approved collectively by single resolution, shall not ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

1. From these funds County shall pay Contractor at the rate of \$78.00 per available staff hour for substance abuse education, intervention, treatment readiness, and outpatient services; and \$40 per available staff hour for aftercare services.
2. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these SACPA/Proposition 36 alcohol and drug treatment services.
3. Contractor's monthly itemized bill will include the following:
  - a. Name of program participant receiving SACPA/Proposition 36 funded services, and name of the referring SACPA/Proposition 36 team member.
  - b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, by modality (i.e. substance abuse education, intervention, treatment readiness, outpatient, and aftercare).
  - c. Number of group counseling hours provided, broken down by program participant, by modality.
  - d. Number of staff hours each month, by modality.
  - e. Total amount of the bill for each month, by modality.
  - f. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**V. SB 223 FUNDED DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

B. Drug Testing Methods:

Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but are not limited to, a urine test, a blood test, saliva test, and breath alcohol test.

B. Guidelines for Drug Testing:

1. Drug testing must be used as a treatment tool.
2. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
3. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
4. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
5. A single drug test shall not be the sole basis for:
  - a) determining unamenability to treatment, or
  - b) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).



6. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

C. SB 223 Drug Testing Payment Rates:

In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607). County shall pay Contractor as follows:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.
  - c) Total amount of the bill for SB 223 drug testing services for each month.
3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT B (Fee-For-Service Agreement)**  
**Drug Court Treatment Services and Payments**  
**PYRAMID ALTERNATIVES**  
**July 1, 2003 through June 30, 2004**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will admit individuals referred by the San Mateo County Drug Court team, to these services.

A. Nonresidential Alcohol and Drug Treatment Services:

Contractor's basic nonresidential alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor's services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services that may include: legal support, HIV/AIDS testing and education, health care, literacy assistance and supportive educational training, and job search.

**II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as “Trial Track” Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002.**

A. Nonresidential Alcohol and Drug Treatment Services:

Contractor’s basic nonresidential alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor’s services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Individual and group counseling.

**3. Access to ancillary services that may include: legal support, HIV/AIDS testing and education, health care, literacy assistance and supportive educational training, and job search.**

**III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

A. Contractor will be reimbursed only for the actual services provided to Drug Court program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the Drug Court Team), and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants’ supervising probation officer, with notification to Alcohol and Drug Services.

B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Social Worker and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.

C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court program participant needs to be transferred during the course of their care to a different program due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.

D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.

E. All payments under this Agreement must directly support services specified in this Agreement.

#### **IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed:

A. EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for CDCI funded treatment services; and

B. FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for DCP Trial Track funded treatment services.

C. From these funds County shall pay Contractor at the rate of \$38.00 per individual and group counseling hour provided for CDCI and DCP Trial Track funded nonresidential treatment services.

D. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI and DCP Trial Track funded Drug Court treatment services.

E. Contractor's monthly itemized bill will include the following:

1. Name of Drug Court program participant receiving services, the name of the referring Drug Court team member, and funding source (i.e., CDCI or DCP Trial Track).

2. Dates services were provided for Drug Court nonresidential alcohol and drug treatment services, broken down by program participant, and indicating number of individual counseling hours provided per program participant, and funding source.

3. Total number of group counseling hours provided each month, broken down by program participant, by funding source.

4. Total number of staff hours provided each month, by funding source.

5. Total amount of the bill for each month, by funding source.

6. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

7. Nonresidential services will be billed by individual and group counseling hours provided, by funding source.

### **EXHIBIT C**

## **Outcome Based Management and Budgeting Responsibilities**

### **PYRAMID ALTERNATIVES**

**July 1, 2003 through June 30, 2004**

#### **VI. 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:

12. attend planning and informational meetings;

13. develop program performance and outcome measurements;

14. collect and submit data necessary to fulfill measurement requirements;

15. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;

16. participate in a review of performance and outcome information; and

17. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

#### **II. Human Services Agency's (HSA) Responsibilities**

P. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;

Q. issue and review OBM Implementation Guidelines; and

- R. conduct review of performance and outcome information.

**ATTACHMENT 1**

**(Required only from Contractors who provide services directly to the public on County's behalf)**

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
Person – Type or Print Name of 504

PYRAMID ALTERNATIVES 480 Manor Plaza  
Name of Contractor(s) - Type or Print Street Address or P.O. Box  
Pacifica CA 94044  
City State Zip Code

I certify that the above information is complete and correct to the best of my knowledge

\_\_\_\_\_

Date

\_\_\_\_\_

Signature and Title of Authorized Official

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**ATTACHMENT 2**

**FINGERPRINTING COMPLIANCE**

**Agreement with**

**PYRAMID ALTERNATIVES**

**Alcohol and Drug Services**

- E. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.
  
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
  
- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

\_\_\_\_\_

Name (Signature)

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**PYRAMID ALTERNATIVES**  
**July 1, 2003 through June 30, 2004**

- I. Contractor will provide the following HIV/AIDS services which are part of all Contractors' basic alcohol and drug treatment program(s):
  - A. Contractor's Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - B. Contractor's staff will attend a minimum of two (2) hours of HIV update training specifically designed for counselors in alcohol and drug recovery programs. This requirement may be met by attendance at the San Mateo County AIDS Program in-service for alcohol and drug treatment staff, or equivalent training approved by the Alcohol and Drug Services Administrator. Seventy-five percent (75%) of Contractor's staff will receive this training.
  - C. Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS as a recovery issue, risk assessment and prevention education, culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change. Contractor must have up-to-date information readily available for participants on HIV testing and counseling, needle exchange programs and written information on HIV/AIDS and Hepatitis A, B and C. Contractor must also make access to condoms available to all program participants.
  - D. Contractor will consult with San Mateo County AIDS Program to determine the best way for the AIDS Program, or Contractor's staff trained by the AIDS Program, to deliver HIV/AIDS group education to program participants. HIV/AIDS group education for participants will occur monthly for two (2) hours, with participant attendance expected. Group education will be designed with recovery as a focus, and will include culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change.
  - F. Contractor will coordinate with the Alcohol and Drug Services Administrator, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.



**ATTACHMENT 4**  
**Payment Procedures (Fee-For-Service Agreements)**  
**PYRAMID ALTERNATIVES**  
**July 1, 2003 through June 30, 2004**

**1. Final Settlement Payment**

Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**10. 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, 2004.

b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end Cost Report;

- l. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
- f. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**19. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

- 18. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- 19. 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.
- 20. 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.

**20. 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, 2004.

**21. 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 (Fee-For-Service Agreements)**  
**PYRAMID ALTERNATIVES**  
**July 1, 2003 through June 30, 2004**

**VI. CONTRACTOR'S RESPONSIBILITIES**

**A. Reporting Requirements for Alcohol and Drug Treatment Services:**

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten (10) calendar days after the end of each month.
  2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
  3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
  4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
- 11.** Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

## II. COUNTY'S RESPONSIBILITIES

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
21. monthly reports;
  2. financial reports such as annual budgets, cost allocation plans, and cost reports;
3. quarterly expenses, revenues and units of service reports;
4. quarterly narrative reports;
  5. outcome data/reports; and
  6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
1. review of all pertinent participant records;
  2. appropriate interviews/discussions with participants served by Contractor;
  3. review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement;
  4. meet with appropriate program management and operations staff; and
  5. conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits herein. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

- 6. a County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

**ATTACHMENT 6**

**Program Specific Requirements (Fee-For-Service Agreements)  
PYRAMID ALTERNATIVES  
July 1, 2003 through June 30, 2004**

**I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 2. other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:  
Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

**II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS**

- A. Maintain alcohol and drug treatment program participant records that include the following:
  - 1. California Alcohol and Drug Data System (CADDs) form;

2. intake form;
  3. signed fee determination;
  4. re-determination of fee every twelve (12) months (except for residential treatment);
  5. medical history;
  6. social history;
  7. alcohol and drug history;
  8. presenting problem;
  9. completed Addiction Severity Index (ASI);
  10. recovery plan;
  11. progress notes;
  12. closure summary/discharge plan;
  18. documented quarterly review by consultant/supervisor;
  14. signed release of information as required;
  15. signed consent to treatment; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.
22. Contractor will be in compliance with the DAISY (Drug and Alcohol Information System for You) Web-Based Application.
11. Contractor must participate and be in compliance with the Drug and Alcohol Information Systems for You (DAISY) system. DAISY is a centralized web-based application utilized by the County of San Mateo,

Human Services Agency, Alcohol and Other Drug Services to manage client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. It is the Contractor's responsibility to ensure their staff attends the scheduled trainings. The ongoing ability to maintain compliance with DAISY is the responsibility of the Contractor.

12. In connection with the DAISY system, the County and contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.

### **III. PROGRAM CERTIFICATION**

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. Program Requirements:
  1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;
  2. make use of available community resources, including recreational resources;
  3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
  4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive these services.
- B. Underserved Populations Requirements:
  1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
    - f. 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:
  - 6. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  - 2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:
 

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.



b. Category II - complex mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Dissociative Disorders, Eating Disorders, Anxiety Disorders, Attention Deficit Disorders, Major Depressive Disorders that are not substance-induced, and some Personality Disorders with complex behavioral issues (such as some individuals with Borderline Personality Disorders), in addition to the Substance Use Disorder(s). Many, but not all, of these individuals may be on medications. In addition, some individuals in Category III who are stabilized on medications and who do not have significant behavioral problems may be in this category.

c. Category III - serious mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

Note: Individuals who have a diagnosis of Antisocial Personality Disorder, Mental Retardation, Learning Disorders, Autistic Disorders, Delirium, Dementia or Amnesic and other Cognitive Disorders and Substance Use Disorders, but none of the psychiatric diagnoses noted above, are considered to have a co-occurring disorder for the purposes of this protocol.

D. Administrative Requirements:

1. Allow San Mateo County Drug and Alcohol Advisory Board (DAAB) members to visit Contractor's program site(s) at a mutually agreed time. One (1) day advance notification will suffice when a member of the DAAB and the Alcohol and Drug Services Administrator, agree that an immediate visit is necessary.
2. Provide statistical information upon reasonable request of County.

E. Facility Requirements:

1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.

2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
  3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.
- K. Governance and Operational Requirements:
1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
  2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
    - a. A conflict of interest policy applicable to all of Contractor's program 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.
      - 13) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
    - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
    - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.

- e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 14) Health and Safety Code Section 11812(c).
    - 4) Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco,

including but not limited to, companies of the alcohol or tobacco industries.

- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

- 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
- 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
- 3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
  - a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
    - 1) Any member of Contractor's governing board.
    - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
    - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
  - b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.

1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

2) If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### **IV. FISCAL CERTIFICATIONS**

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. below, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  - 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  - 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- H. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
  - 1. Contractor will perform audit according to standard accounting practices.

2. This expense is an allowable cost in Contractor's program budget.
  3. If County reasonably believes that the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
  8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.

E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.

1. County has the option to retain ownership of capital equipment purchased with contract funds.

F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

F. Unusual incidents include, but are not limited to:

1. summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes;
2. the death by any cause of a person currently receiving services from Contractor's program(s);
3. the death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency;
4. situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel);
5. serious personal injury; and
6. serious property damage.

**ATTACHMENT 7**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: PYRAMID ALTERNATIVES

Contact Person: \_\_\_\_\_

Address: 480 MANOR PLAZA  
PACIFICA, CA 94044

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.

_____	
Signature	Name (Please print)
_____	
Title	Date

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**PYRAMID ALTERNATIVES**  
**July 1, 2003 through June 30, 2004**

The County's 2001-2005 state NNA contract as amended requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

23. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or



voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. The inability of a Contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract. (Required by NNA Amendment 1 2002-03, Exhibit B, Paragraph I.)

24. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
25. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
26. No state funds received under this contract will be used to assist, promote or deter union organizing.
27. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
28. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
  - K. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-2, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&I), Section 14100.2; Section 11977 of the HSC; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
  - L. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by

law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-2, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

29. Nondiscrimination in Employment:

- K. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- L. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

30. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, 2002-03, Exhibit B, Paragraph Q.4)

31. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in

violation of copyright laws. (Reference : Executive Order D-10-99 and Department of General Services Management Memo 00-02)

(Required by NNA Amendment 1, Exhibit B, Paragraph V)

12. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to the state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

# SERVICE LEAGUE OF SAN MATEO COUNTY

For the period of

July 1, 2003 through June 30, 2004

Agency Contact:

*Ernie Bednar*

*Human Services Analyst*

*(650) 802 -7675*

## FEE-FOR-SERVICE AGREEMENT WITH SERVICE LEAGUE OF SAN MATEO COUNTY 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, SERVICE LEAGUE OF SAN MATEO COUNTY, hereinafter called "Contractor";

### WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug treatment services in accordance with state and federal laws, regulations, and funding mandates.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

7. **Exhibits and Attachments**

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

- Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit C: CSAT HIV "Door-to-Treatment" Services Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit D: Outcome Based Management (OBM) and Budgeting Responsibilities

- Attachment 1: Compliance with Section 504
- Attachment 2: Fingerprinting Compliance
- Attachment 3: HIV/AIDS Services
- Attachment 4: Payment Procedures
- Attachment 5: Monitoring Procedures
- Attachment 6: Program Specific Requirements
- Attachment 7: Equal Benefits Compliance
- Attachment 8: Additional State Negotiated Net Amount (NNA) Requirements

**2. Services to be Performed by Contractor**

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**9. Payments**

**Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

- 1) ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term.
- 2) SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607) for SB223 funded drug testing services described in Exhibit A for the Contract term.
- 3) FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the Contract term.

4) EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the Contract term.

5) ONE HUNDRED THOUSAND DOLLARS (\$100,000) for CSAT HIV “Door-to-Treatment” services funded alcohol and drug treatment services described in Exhibit C for the Contract term.

**Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**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 sixty (60) days after the date Contractor renders the services. 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.

**Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. **Program Budget**

7. Contractor will expend funds received for operation of its program and services according to Contractor’s annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

m. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

n. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

**Contract Re-negotiation**

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2004, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2004 to May 15, 2004 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2004, to submit the document for processing by June 1, 2004, and finalize the Agreement by July 1, 2004, subject to receipt of necessary information from the state budget.

**Treatment Services For Which Payment is Made Under This Agreement**

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

**4. Relationship of Parties**

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

**5. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to

whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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.

**12. Insurance**

A. Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained and such insurance has been approved by the Director of the Human Services Agency and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

13) 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.

14) 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.

8) 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.

**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.

**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.

**Equal Benefits Ordinance Compliance**

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. **Violation of the Non-Discrimination Provisions**

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph; and/or
- b) Set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

8. **Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully

comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E. Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual, which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

#### **10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

#### **11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, quality assurance, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to

confidentiality of records, and applicable quality assurance regulations. 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.

H. 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**

G. 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.

### **Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

## **14. Term and Termination of the Agreement**

M. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

N. 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.

**21. Notices**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

(7) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002

(8) in the case of Contractor, to:  
Service League of San Mateo County  
727 Middlefield Road  
Redwood City, CA 94063

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

SERVICE LEAGUE OF SAN MATEO COUNTY

\_\_\_\_\_  
Name, Title - Print

\_\_\_\_\_  
Signature

Date:\_\_\_\_\_

**EXHIBIT A (Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**and SB 223 Funded Alcohol and Drug Treatment Services**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. Contractor's basic residential alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will comply with Title 9, Division 4, Chapter 2.5, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

Contractor will admit individuals, hereinafter referred to as "program participants", who are referred by SACPA/Proposition 36 Team, to these services. The length of treatment will vary according to the specific need of each program participant. Contractor will provide the following services at mutually agreed upon location(s) in San Mateo County to individuals who are deemed eligible for SACPA/Proposition 36 funded services:

**I. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**SACPA/Proposition 36 Start-up Activities**

Contractor's start-up activities and expenses will comply with the Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit Organizations". Start-up activities and expenses will be in accordance with Contractor's approved start-up budget. Contractor will provide the following start-up activities necessary to provide SACPA/Proposition 36 funded services:

1. Make the following alterations and renovations at the 3789 Hoover St. Hope House I, as required by Fire Marshall, City Code and the Americans with Disabilities Act (ADA). Start-up expenses will include only the following: installation of outside stairs to bedrooms on second floor, adding concrete walks for stairway access, adding handrails on existing ramp leading to the house, changing wall between the garage and the house, adding a new door from the garage to the kitchen, walling off closet under stairwell, installing ceiling sprinklers on first and second floors, adding seat in bathtub to comply with ADA, installing a pull station for fire alarm, installing

fire alarms, changing hardware on front door and bathroom door, and add kick plates on entry doors.

2. Make the following alterations and renovations at the 3787 Hoover St.

Hope House as required by Fire Marshall, City Code and the Americans with Disabilities Act (ADA). Start-up expenses will include only the following: Converting the bathroom to be wheelchair accessible, changing back entry door, removing and replacing concrete patio, adding smoke detectors, constructing ramp access to entry doors, and removing existing landing and steps.

3. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.

**B. SACPA/Proposition 36 Women's Residential Alcohol and Drug Treatment Services**

Contractor's basic women's residential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, urine screening, addiction education and intervention, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. A structured program including individual and group alcohol and drug-related counseling, family reunification issues and relationships, discharge planning, and relapse prevention.
3. Curriculum will include: two 2-hour alcohol and drug-related education classes each week to address recovery issues including: alcohol and drug addiction and recovery, life skills, household budgeting, credit and time management, self-control, anger management, inter-personal problem solving skills, critical reasoning and recognition of values that influence behavior, consequences of behavioral choices, vocational education, job readiness, resume writing and continued education, conflict resolution and anger management, parenting skills and family



workshops, socialization and communication skills, alcohol and drug-free leisure and socialization activities, physical fitness, nutrition and cooking, art therapy, hypnotherapy, health education including HIV/AIDS awareness, self-esteem building, stress management, and legal issues including court procedures.

4. Access to ancillary support services including: 12-step meetings, HIV/AIDS testing and education, literacy and vocational training, job search, health/mental health care, dental care, and support services.

## **II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/ Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a SACPA/ Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- C. All payments under this Agreement must directly support services specified in this Agreement.

## **III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this agreement and all other agreements approved collectively by single resolution, shall not exceed ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724). County shall pay Contractor in the manner described below:

- A. SACPA/Proposition 36 Start-up Rates  
From these funds County shall pay Contractor an advance payment of THIRTY THOUSAND DOLLARS (\$30,000) for start-up costs for the

SACPA/Proposition 36 services in accordance with the approved start-up budget, for the start-up activities outlined above. Contractor's start-up activities will comply with Section III.A.1. of Attachment 6. Payment shall be based on estimate of Contractor's actual costs and shall be made in advance upon approval of this agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator. Reconciliation of payments and costs will be made upon submission of receipts by Contractor to the County for actual costs. In no case will the maximum County obligation for SACPA/Proposition 36 start-up funds exceed THIRTY THOUSAND DOLLARS (\$30,000).

**B. Treatment Service Rates**

1. From the aggregate funds County shall pay Contractor at the rate of \$82.53 per bed day provided for residential services, including food, shelter and other basic needs.
2. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these SACPA/Proposition 36 alcohol and drug treatment services. A separate billing will be submitted for each modality (i.e. residential).
3. Contractor's monthly itemized bill will include:
  - a. Name of program participant receiving SACPA/Proposition 36 funded alcohol and drug treatment services, the name of the referring SACPA/Proposition 36 team member, and modality.
  - b. Dates services were provided for residential broken down by program participant.
  - c. Total amount of the bill for each month, broken down by modality.
  - d. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**IV. DRUG TESTING:**

Contractor may be eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs, as soon as County advises Contractor that the State of California has approved the County of San Mateo's SACPA plan. Services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse

Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/Proposition 36 services.

A. Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but not be limited to, a urine test, a blood test, saliva test, and breath alcohol test.

B. Guidelines for drug testing

1. Drug testing must be used as a treatment tool.
2. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
3. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
4. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
5. A single drug test shall not be the sole basis for:
  - a) determining unamenability to treatment, or
  - b) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
6. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

C. SB223 Funded Drug Testing Payment Rates

In full consideration of the SB223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607). County shall pay Contractor in the manner described below:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.

2. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for each month. Staff hours are defined as available staff hours.
  - c) Total amount of the bill for testing services for each month.
3. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT B (Fee-For-Service Agreement)**  
**Drug Court Treatment Services and Payments**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2003 through June 30, 2004**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's basic alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants", referred by San Mateo County Drug Court Team(s) to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

- A. Residential Alcohol and Drug Treatment Service Description:  
 Contractor's basic women's residential alcohol and drug treatment services will include:
  1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, relapse prevention, case management, aftercare planning, follow-up for

each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.

2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

## **II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as “Trial Track” Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. DCP Trial Track Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002.**

- A. Women’s Residential Alcohol and Drug Treatment Service Description: Contractor’s basic women’s residential alcohol and drug treatment services will include:
  1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, relapse prevention, case management, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/ Parole as required.
  2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.

**3. Access to ancillary support services that may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.**

### **III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

A. Contractor will be reimbursed only for the actual services provided to Drug Court program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by a member of the Alcohol and Drug Services Social Worker Team (in conjunction with the Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.

B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker Team.

C. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.

D. All payments under this Agreement must directly support services specified in this Agreement.

### **IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

In full consideration of Contractor's performance of the Drug Court funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed:

A. EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for CDCI funded Drug Court services; and

B. FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for DCP Trial Track funded Drug Court services.

C. From these funds County shall pay Contractor at the rate of \$72.63 per bed day provided, per individual served, for CDCI and DCP Trial Track residential services, including food, shelter and other basic needs.

D. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI and DCP Trial Track funded Drug Court alcohol and drug treatment services.

E. Contractor's monthly itemized bill will include the following:  
1. Name of Drug Court program participant receiving services, name of the referring Drug Court team member, and funding source (i.e., CDCI or DCP Trial Track).

2. Dates services were provided for Drug Court residential alcohol and drug treatment services, broken down by program participant, and funding source.
3. Total amount of the bill for each month, by funding source.
4. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT C (Fee-For-Service Agreement)**

**Center For Substance Abuse Treatment HIV “Door-to-Treatment” Funded Alcohol  
and Drug Treatment Services  
SERVICE LEAGUE OF SAN MATEO COUNTY  
July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including: 1) women; 2) adolescents; 3) men who inject drugs; 4) men who have sex with men; and 5) individuals released from incarceration within the past two years. Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-Treatment” grant. Contractor shall provide these alcohol and drug treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services

described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

**V. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED “DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES**

Admit to Contractor’s alcohol and drug treatment services, individuals who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant. Population relevant programming will be made available to female alcohol and drug treatment participants.

**A. Women’s Residential Alcohol and Drug Treatment Services:**

The following services are part of Contractor’s basic women’s residential alcohol and drug treatment program:

4. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Provide individual and group alcohol and drug related counseling.
3. Provide two (2), two (2) hour alcohol and drug related education classes each week that will be documented in participant case records. Education classes will cover the following subjects:
  - a) alcohol and drug addiction and recovery;
  - b) life skills, including household budgeting, credit and time management;
  - c) vocational education, including job readiness and dressing for success;
  - d) continued education;
  - e) parenting skills;
  - f) socialization skills;
  - g) alcohol and drug free leisure activities;
  - h) physical fitness, nutrition and cooking;
  - i) health education, including utilizing medical services and AIDS/HIV awareness;
  - j) self-esteem;
  - k) stress management; and
  - l) court procedures.
4. Residents will be expected to attend Alcoholics Anonymous (AA), Narcotics Anonymous (NA), and/or other self-help groups during their participation in the program.



5. Refer all appropriate unemployed program participants to the Department of Vocational Rehabilitation for assessment, job training, and placement.
6. Address family reunification issues so program participants may work to maintain family structure and may have a family base to return to upon completing the Hope House program.
7. Review all medical needs of program participants and make appropriate referrals as required.
8. Provide or facilitate at least one (1) alcohol and drug free socialization activity for residents per quarter.
9. Provide recovery services according to the social model of recovery; Contractor will emphasize peer-oriented recovery counseling.

**II. CSAT/HIV “DOOR-TO-TREATMENT” REFERRAL AND REIMBURSEMENT PROVISIONS**

- G. Contractor will be reimbursed only for the actual services provided to CSAT/HIV “Door-to-Treatment” program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a CSAT/HIV “Door-to-Treatment” program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- H. All payments under this Agreement must directly support services specified in this Agreement

**VII. CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV “Door-to-Treatment” funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single

resolution, shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. Alcohol and Drug Treatment Services Rates of Payment:  
From the aggregate funds County shall pay Contractor at the following rates:
  - 1. \$68.75 per bed day for women's residential alcohol and drug treatment services, including food, shelter and other basic needs.
  
- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV "Door-to-Treatment" alcohol and drug treatment services.
  
- C. Contractor's monthly itemized bill will include the following:
  - 1. Name of program participant receiving CSAT/HIV "Door-to-Treatment" funded services, and the name of the referring County Alcohol and Drug Social Worker.
  - 2. Dates services were provided, the number of bed days provided for residential, broken down by program participant.
  - 3. Total amount of the bill for each month, by modality.
  - 4. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

#### EXHIBIT D

### **Outcome Based Management and Budgeting Responsibilities SERVICE LEAGUE OF SAN MATEO COUNTY July 1, 2003 through June 30, 2004**

#### **VII. 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:

- 32. attend planning and informational meetings;
- 33. develop program performance and outcome measurements;

- 34. collect and submit data necessary to fulfill measurement requirements;
- 35. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- 36. participate in a review of performance and outcome information; and
- 37. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- S. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- T. issue and review OBM Implementation Guidelines; and
- U. conduct review of performance and outcome information.

**ATTACHMENT 1**

**(Required only from Contractors who provide services directly to the public on County's behalf)**

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or

persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
 Person – Type or Print Name of 504

SERVICE LEAGUE OF SAN MATEO COUNTY 727 MIDDLEFIELD RD  
 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

\_\_\_\_\_  
 Date Signature and Title of Authorized Official

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**ATTACHMENT 2**

**FINGERPRINTING COMPLIANCE**

**Agreement with**

**SERVICE LEAGUE OF SAN MATEO COUNTY**

**Alcohol and Drug Services**

- F. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or

probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2003 through June 30, 2004**

- I. Contractor will provide the following HIV/AIDS services which are part of all Contractors' basic alcohol and drug treatment program(s):
  - A. Contractor's Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - B. Contractor's staff will attend a minimum of two (2) hours of HIV update training specifically designed for counselors in alcohol and drug recovery programs. This requirement may be met by attendance at the San Mateo County AIDS Program in-service for alcohol and drug treatment staff, or equivalent training approved by the Alcohol and Drug Services Administrator. Seventy-five percent (75%) of Contractor's staff will receive this training.
  - C. Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS as a recovery issue, risk assessment and prevention education, culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change. Contractor must have up-to-date

information readily available for participants on HIV testing and counseling, needle exchange programs and written information on HIV/AIDS and Hepatitis A, B and C. Contractor must also make access to condoms available to all program participants.

- D. Contractor will consult with San Mateo County AIDS Program to determine the best way for the AIDS Program, or Contractor's staff trained by the AIDS Program, to deliver HIV/AIDS group education to program participants. HIV/AIDS group education for participants will occur monthly for two (2) hours, with participant attendance expected. Group education will be designed with recovery as a focus, and will include culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change.
- I. Contractor will coordinate with the Alcohol and Drug Services Administrator, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

#### **ATTACHMENT 4**

#### **Payment Procedures (Fee-For-Service Agreements) SERVICE LEAGUE OF SAN MATEO COUNTY July 1, 2003 through June 30, 2004**

#### **1. Final Settlement Payment**

Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

#### **12. 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, 2004.

b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
  
- j. outcome objectives data/report;
- k. final/year-end Cost Report;
- l. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
  
- g. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**22. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

38. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.

39. 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.

40. 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.

- 23. 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, 2004.



**24. 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 (Fee-For-Service Agreements)**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2003 through June 30, 2004**

**VII. CONTRACTOR'S RESPONSIBILITIES**

**A. Reporting Requirements for Alcohol and Drug Treatment Services:**

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten (10) calendar days after the end of each month.
  2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
  3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
  4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
- 13.** Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

## II. COUNTY'S RESPONSIBILITIES

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
1. monthly reports;
  2. financial reports such as annual budgets, cost allocation plans, and cost reports;
  3. quarterly expenses, revenues and units of service reports;
  4. quarterly narrative reports;
  5. outcome data/reports; and
  6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
1. review of all pertinent participant records;
  2. appropriate interviews/discussions with participants served by Contractor;
  3. review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement;
  4. meet with appropriate program management and operations staff; and
  5. conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits herein. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

- 6. a County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

**ATTACHMENT 6**

**Program Specific Requirements (Fee-For-Service Agreements)  
SERVICE LEAGUE OF SAN MATEO COUNTY  
July 1, 2003 through June 30, 2004**

**I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 2. other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:  
Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

**II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS**

- A. Maintain alcohol and drug treatment program participant records that include the following:
  - 1. California Alcohol and Drug Data System (CADDs) form;
  - 2. intake form;

3. signed fee determination;
  4. re-determination of fee every twelve (12) months (except for residential treatment);
  5. medical history;
  6. social history;
  7. alcohol and drug history;
  8. presenting problem;
  9. completed Addiction Severity Index (ASI);
  10. recovery plan;
  11. progress notes;
  12. closure summary/discharge plan;
  19. documented quarterly review by consultant/supervisor;
  14. signed release of information as required;
  15. signed consent to treatment; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.
42. Contractor will be in compliance with the DAISY (Drug and Alcohol Information System for You) Web-Based Application.
13. Contractor must participate and be in compliance with the Drug and Alcohol Information Systems for You (DAISY) system. DAISY is a centralized web-based application utilized by the County of San Mateo, Human Services Agency, Alcohol and Other Drug Services to manage

client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. It is the Contractor's responsibility to ensure their staff attends the scheduled trainings. The ongoing ability to maintain compliance with DAISY is the responsibility of the Contractor.

14. In connection with the DAISY system, the County and contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.

### **III. PROGRAM CERTIFICATION**

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. Program Requirements:
  1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;
  2. make use of available community resources, including recreational resources;
  3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
  4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive these services.
- B. Underserved Populations Requirements:
  1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
    - g. 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:
  - 7. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  - 2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:
 

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.

b. Category II - complex mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Dissociative Disorders, Eating Disorders, Anxiety Disorders, Attention Deficit Disorders, Major Depressive Disorders that are not substance-induced, and some Personality Disorders with complex behavioral issues (such as some individuals with Borderline Personality Disorders), in addition to the Substance Use Disorder(s). Many, but not all, of these individuals may be on medications. In addition, some individuals in Category III who are stabilized on medications and who do not have significant behavioral problems may be in this category.

c. Category III - serious mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

Note: Individuals who have a diagnosis of Antisocial Personality Disorder, Mental Retardation, Learning Disorders, Autistic Disorders, Delirium, Dementia or Amnesic and other Cognitive Disorders and Substance Use Disorders, but none of the psychiatric diagnoses noted above, are considered to have a co-occurring disorder for the purposes of this protocol.

D. Administrative Requirements:

1. Allow San Mateo County Drug and Alcohol Advisory Board (DAAB) members to visit Contractor's program site(s) at a mutually agreed time. One (1) day advance notification will suffice when a member of the DAAB and the Alcohol and Drug Services Administrator, agree that an immediate visit is necessary.
2. Provide statistical information upon reasonable request of County.

E. Facility Requirements:

1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.

2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
  3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.
- L. Governance and Operational Requirements:
1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
  2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
    - a. A conflict of interest policy applicable to all of Contractor's program 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.
      - 15) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
    - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
    - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.



- e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 16) Health and Safety Code Section 11812(c).
  - 4) Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco,

including but not limited to, companies of the alcohol or tobacco industries.

- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

- 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
- 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
- 3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
  - a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
    - 1) Any member of Contractor's governing board.
    - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
    - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
  - b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.

1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

2) If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### **IV. FISCAL CERTIFICATIONS**

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. below, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  - 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  - 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- I. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
  - 1. Contractor will perform audit according to standard accounting practices.

2. This expense is an allowable cost in Contractor's program budget.
  3. If County reasonably believes that the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
  8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.

E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.

1. County has the option to retain ownership of capital equipment purchased with contract funds.

F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

G. Unusual incidents include, but are not limited to:

1. summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes;
2. the death by any cause of a person currently receiving services from Contractor's program(s);
3. the death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency;
4. situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel);
5. serious personal injury; and
6. serious property damage.

**ATTACHMENT 7**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: SERVICE LEAGUE OF SAN MATEO COUNTY

Contact Person: \_\_\_\_\_

Address: 727 MIDDLEFIELD RD

REDWOOD CITY, CA 94063

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.

\_\_\_\_\_  
Signature    Name (Please print)

\_\_\_\_\_  
Title    Date

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**SERVICE LEAGUE OF SAN MATEO COUNTY**  
**July 1, 2003 through June 30, 2004**

The County's 2001-2005 state NNA contract as amended requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

43. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. The inability of a Contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract. (Required by NNA Amendment 1 2002-03, Exhibit B, Paragraph I.)

44. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
45. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
46. No state funds received under this contract will be used to assist, promote or deter union organizing.
47. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
48. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
  - M. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-2, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&I), Section 14100.2; Section 11977 of the HSC; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
  - N. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for

the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-2, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

49. Nondiscrimination in Employment:

- M. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- N. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

50. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, 2002-03, Exhibit B, Paragraph Q.4)



51.No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Reference : Executive Order D-10-99 and Department of General Services Management Memo 00-02)

(Required by NNA Amendment 1, Exhibit B, Paragraph V)

13.If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to the state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**SITIKE COUNSELING CENTER**

**For the period of**

**July 1, 2003 through June 30, 2004**

Agency Contact:  
*Ernie Bednar*  
*Human Services Analyst*  
**(650) 802 -7675**

**FEE-FOR-SERVICE AGREEMENT WITH  
SITIKE COUNSELING CENTER  
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, SITIKE COUNSELING CENTER, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug treatment services in accordance with state and federal laws, regulations, and funding mandates.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

**8. Exhibits and Attachments**

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

- Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit C: CSAT HIV "Door-to-Treatment" Services Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services

Exhibit D: Outcome Based Management (OBM) and Budgeting Responsibilities

Attachment 1: Compliance with Section 504

Attachment 2: Fingerprinting Compliance

Attachment 3: HIV/AIDS Services

Attachment 4: Payment Procedures

Attachment 5: Monitoring Procedures

Attachment 6: Program Specific Requirements

Attachment 7: Equal Benefits Compliance

Attachment 8: Additional State Negotiated Net Amount (NNA) Requirements

**2. Services to be Performed by Contractor**

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**10. Payments**

**Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term.

2) SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607) for SB223 funded drug testing services described in Exhibit A for the Contract term.

3) FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the Contract term.

4) EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the Contract term.

5) ONE HUNDRED THOUSAND DOLLARS (\$100,000) for CSAT HIV "Door-to-Treatment" services funded alcohol and drug treatment services described in Exhibit C for the Contract term.

**Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**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 sixty (60) days after the date Contractor renders the services. 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.

**Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. **Program Budget**

8. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

o. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

p. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency

or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

**Contract Re-negotiation**

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2004, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2004 to May 15, 2004 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2004, to submit the document for processing by June 1, 2004, and finalize the Agreement by July 1, 2004, subject to receipt of necessary information from the state budget.

**Treatment Services For Which Payment is Made Under This Agreement**

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

**4. Relationship of Parties**

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

**5. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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.

**13. Insurance**

A. Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained and such insurance has been approved by the Director of the Human Services Agency and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

15) 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.

16) 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.

9) 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.

**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.

**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.

**Equal Benefits Ordinance Compliance**

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. **Violation of the Non-Discrimination Provisions**

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph; and/or
- b) Set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

**8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:



A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E. Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual, which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

**10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

**11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, quality assurance, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. 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.

I. 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**

H. 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.

**Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

O. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

P. 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.

**22. Notices**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United

States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

- (8) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002
  
- (9) in the case of Contractor, to:  
Sitike Counseling Center  
306 Spruce Avenue  
South San Francisco, CA 94080

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

SITIKE COUNSELING CENTER

\_\_\_\_\_  
Name, Title - Print

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**EXHIBIT A (Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**SITIKE COUNSELING CENTER**  
**July 1, 2003 through June 30, 2004**

These alcohol and drug treatment and drug testing services, funded through State Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 funds, are designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/ Proposition 36 Team. Contractor will comply with Title 9, Division 4, Chapter 2.5, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. Contractor's SACPA/ Proposition 36 alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and

maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

Contractor will admit individuals, hereinafter referred to as “program participants”, who are referred by the SACPA/ Proposition Team to these services. The length of treatment will vary according to the specific need of each program participant. Contractor will provide the following services at mutually agreed upon location(s) in San Mateo County to individuals who are deemed eligible for SACPA/Proposition 36 funded services:

**II. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**B. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services**

Contractor’s basic outpatient alcohol and drug services provided to men and women will include:

3. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, after care planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/ Parole as required.
2. Services will be provided for an average of three (3) to six (6) months per program participant.
3. Contractor’s basic outpatient treatment services will include: 4 individual and 4 group counseling sessions, per program participant, per month.
4. Curriculum will include: physiological, psychological and spiritual aspects of addiction, treatment planning, development of psychological and emotional tools to maintain abstinence, and begin to address family, employment and financial issues, education about and development of tools to deal with craving and withdrawal symptoms, nutritional information as it relates to recovery, information and education regarding the disease of addiction and its progression, and relapse prevention.
5. Access to ancillary services including: acupuncture treatment, 12-step meetings, education on HIV/AIDS, hepatitis C and tuberculosis, job skill assessment and training, referrals for housing, health and mental health services, and literacy assessment and training.

**B. SACPA/Proposition 36 Alcohol and Drug Day Treatment Services**

Contractor’s basic alcohol and drug day treatment services will include:

1. Services will be provided to women who are referred through the SACPA/Proposition 36 system and meet the criteria for those services. The program will provide services Monday through Friday from 10:00AM to 2:00PM.
2. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required and requested.
3. 5 individual and 20 group counseling sessions, per program participant, per month.
4. If the program participant requires transportation to the program, twenty (20) transportation trips per month will be provided at a differential rate to the County as defined in Section III of this exhibit.
5. 80 hours of childcare will be provided to the child (ren) of the program participant per month if requested by the program participant. Childcare will be provided at a differential rate to the County as defined in Section III of this exhibit.
6. If the program participant requires both transportation and childcare, they will be provided to the program participant at a differential rate to the County as defined in Section III of this exhibit.
7. Curriculum will include: treatment planning, early recovery, education about and development of tools to deal with craving and other withdrawal symptoms, nutritional information as it relates to recovery, information and education regarding the disease of addiction and its progression, physiological, psychological and spiritual aspects of addiction and development of the motivational and psychological tools to maintain abstinence, relapse prevention including: identification of triggers, actions to be taken to avoid relapse and identification of people, places and situations that program participants need to come to terms with in order to support on-going recovery, family issues, employment, and financial and legal issues.
8. Access to ancillary support services including: acupuncture treatment, 12-step meetings, education on HIV/AIDS, hepatitis C and tuberculosis, health screening, life skills training, family therapy, referral for job skills assessment and training, and referrals for housing and literacy assessment and training.
9. Program participants will be provided one hot lunch per treatment

day. The child (ren) of program participants will also be provided one lunch per treatment day, if applicable.

**II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e., program participant admitted before a written referral/approval and ASI). If a SACPA/Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treatment provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Services Social Worker.
- C. All payments under this Agreement must directly support services specified in this Agreement.

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

- B. From these funds County shall pay Contractor at the rate of:
  - a. \$83.75 per available staff hour for outpatient services; and
  - b. \$135.28 per treatment visit day provided for day treatment services including a hot lunch, light snacks, recreational activities such as art therapy, or other types of day time activities.
  - c. \$139.80 per treatment visit day provided for day treatment services



including a hot lunch, light snacks, recreational activities such as art therapy, or other types of day time activities, and twenty (20) transportation trips per month per program participant.

- d. \$142.50 per treatment visit day provided for day treatment services including a hot lunch, light snacks, recreational activities such as art therapy, or other types of day time activities, and eighty hours (80) childcare for program participant's child(ren) per month.
  - e. \$149.80 per treatment visit day provided for day treatment services including a hot lunch, light snacks, recreational activities such as art therapy, or other types of day time activities, twenty (20) transportation trips per month per program participant, and eighty hours (80) childcare for program participant's child(ren) per month.
- B. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services. A separate billing will be submitted for each modality, as described above.
- C. Contractor's monthly itemized bill will include:
- 1. Name of program participant receiving SACPA/Proposition 36 funded services, type of service (by modality i.e., outpatient or day treatment), and name of referring SACPA/Proposition 36 team member.
  - 2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, modality, and funding source.
  - 3. Number of group counseling sessions provided, by program participant for outpatient services, and funding source.
  - 4. Number of treatment visit days provided for alcohol and drug day treatment services, by funding source
  - 5. Number of staff hours provided, broken down by modality, and funding source.
  - 6. Total amount of the bill for each month, by modality.
  - 7. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**VI. SB 223 DRUG TESTING**

B. Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

2. Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but are not limited to, a urine test, a blood test, saliva test, and breath alcohol test.

2. Guidelines for Drug Testing

a. Drug testing must be used as a treatment tool.

b. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.

c. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.

d. Drug testing results shall not be used as the basis for the imposition of new criminal charges.

f. A single drug test shall not be the sole basis for:

- 1) determining unamenability to treatment, or
- 2) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).

f. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.

g. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

3. SB 223 Funded Drug Testing Services Payment Rates

In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607). County shall pay Contractor in the manner described below:

- c. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
- d. Contractor's monthly itemized bill will include:
  - 1) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - 2) Total number of staff hours provided for SB 223 drug testing services each month. A staff hour is defined as an available staff hour.
  - 3) Total amount of the bill for SB 223 drug testing services for each month.
- c. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT B (Fee-For-Service Agreement)**  
**Drug Court Treatment Services and Payments**  
**SITIKE COUNSELING CENTER**  
**July 1, 2003 through June 30, 2004**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals referred by San Mateo County Drug Court Team(s), hereinafter referred to as "program participants", to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

**A. CDCI Funded Drug Court Nonresidential Alcohol and Drug Treatment Services:**

Contractor's basic nonresidential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

**DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as "Trial

Track" Drug Court services, are funded through a federal Drug Court Partnership grant

designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002.

A. Nonresidential Alcohol and Drug Treatment Services:

Contractor's basic nonresidential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.

2. Individual and group counseling.

3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, literacy assistance and supportive educational training, and job search.

B. Women's Alcohol and Drug Day Treatment Services:

Contractor's basic women's alcohol and drug day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.

2. Comprehensive non-residential and relapse prevention services to adult women via daily group counseling sessions and three (3) educational and process oriented classes, one individual counseling session per week, educational sessions, case management, family education, life skills training, discharge planning, and a range of ancillary services.

**III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

A. Contractor will be reimbursed only for the actual services provided to Drug Court program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court, or under the direction of the

participants' supervising probation officer, with notification to Alcohol and Drug Services.

- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Social Worker and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court program participant needs to be transferred during the course of their care to a different program due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

In full consideration of the Drug Court funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed:

- A. EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for CDCI funded treatment services; and
- B. FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for DCP Trial Track funded treatment services.
  - 1. From these funds County shall pay Contractor at the rate of \$37.00 per individual and group counseling hour provided for CDCI and DCP Trial Track nonresidential treatment services; and

2. \$83.29 per visit day, per individual served, for DCP Trial Track women's alcohol and drug day treatment services.

3. A separate billing and record keeping system will be kept by Contractor for those individuals receiving CDCI and DCP Trial Track funded alcohol and drug treatment services, by modality.

4. Contractor's monthly itemized bill will include the following:
- a. Name of program participant receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member, and funding source (i.e., CDCI or DCP Trial Track).
  - b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and funding source for nonresidential treatment services.
  - c. Number of group counseling hours provided, broken down by program participant, modality, and funding source for nonresidential treatment services.
  - d. Number of staff hours each month, by modality, by funding source for nonresidential treatment services.
    - e. Number of treatment visit days for DCP Trial Track women's day treatment services.
  - f. Total amount of the bill for each month, for each modality, and funding source.
  - g. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.
    - h. Nonresidential services will be billed by individual and group counseling hours provided, by funding source.

**EXHIBIT C (Fee-For-Service Agreement)**

**Center For Substance Abuse Treatment HIV "Door-to-Treatment" Funded Alcohol and Drug Treatment Services**

**SITIKE COUNSELING CENTER**

**July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including: 1) women; 2) adolescents; 3) men who inject drugs; 4) men who have sex with men; and 5) individuals released from incarceration within the past two years. Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-Treatment” grant. Contractor shall provide these alcohol and drug treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

**VI. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED “DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES**

Admit to Contractor’s alcohol and drug treatment services, individuals who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant.

**A. Alcohol and Drug Intensive Day Treatment Services:**

The following services are part of Contractor’s alcohol and drug intensive day treatment program:

5. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine



screening, follow-up at 3-months and 9-months after intake for each program participant.

6. Contractor's basic intensive day treatment services will include: 5 individual and 20 group counseling sessions, 20 transportation trips, 80 hours of child care, per program participant, per month.
7. Curriculum will include: treatment planning, early recovery, education about and development of tools to deal with craving and other withdrawal symptoms, nutritional information as it relates to recovery, information and education regarding the disease of addiction and its progression, physiological, psychological and spiritual aspects of addiction and development of the emotional and psychological tools to maintain abstinence, relapse prevention including: identification of triggers, actions to be taken to avoid relapse and identification of people, places and situations that program participants need to come to terms with in order to support on-going recovery, family issues, employment, and financial and legal issues.
8. Access to ancillary support services including: acupuncture treatment, 12-step meetings, education on HIV/AIDS, hepatitis C and tuberculosis, health screening, life skills training, family therapy, referral for job skills assessment and training, and referrals for housing and literacy assessment and training.

## **II. CSAT/HIV "DOOR-TO-TREATMENT" REFERRAL AND REIMBURSEMENT PROVISIONS**

- J. Contractor will be reimbursed only for the actual services provided to CSAT/HIV "Door-to-Treatment" program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a CSAT/HIV "Door-to-Treatment" program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- K. All payments under this Agreement must directly support services specified in this Agreement

VIII. **CSAT/HIV “DOOR-TO-TREATMENT” FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV “Door-to-Treatment” funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

- A. Alcohol and Drug Treatment Services Rates of Payment:  
From the aggregate funds County shall pay Contractor at the following rates:
  - 1. \$135.28 per treatment visit day for alcohol and drug intensive day treatment services.
  
- B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV “Door-to-Treatment” alcohol and drug treatment services.
  
- C. Contractor’s monthly itemized bill will include the following:
  - 1. Name of program participant receiving CSAT/HIV “Door-to-Treatment” funded services, and the name of the referring County Alcohol and Drug Social Worker.
  - 2. Dates services were provided, the number of treatment visit days provided for intensive day treatment, broken down by program participant.
  - 3. Number of group and individual counseling hours provided.
  - 4. Total amount of the bill for each month, by modality.
  - 5. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT D**  
**Outcome Based Management and Budgeting Responsibilities**  
**SITIKE COUNSELING CENTER**  
**July 1, 2003 through June 30, 2004**

**VIII. 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:

- 52. attend planning and informational meetings;
- 53. develop program performance and outcome measurements;
- 54. collect and submit data necessary to fulfill measurement requirements;
- 55. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- 56. participate in a review of performance and outcome information; and
- 57. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- V. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- W. issue and review OBM Implementation Guidelines; and
- X. conduct review of performance and outcome information.

**ATTACHMENT 1**

**(Required only from Contractors who provide services directly to the public on County's behalf)**

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
  
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
Name of 504  
Person – Type or Print

SITIKE COUNSELING CENTER                      306 Spruce Ave  
Name of Contractor(s)   -   Type or Print   Street Address or P.O. Box

South San Francisco                      CA                      94080  
CITY    State                      Zip Code

I certify that the above information is complete and correct to the best of my knowledge

\_\_\_\_\_  
Date    Signature and Title of Authorized Official

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**ATTACHMENT 2**

**FINGERPRINTING COMPLIANCE**

**Agreement with**

**SITIKE COUNSELING CENTER**

**Alcohol and Drug Services**

G. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at

Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**SITIKE COUNSELING CENTER**  
**July 1, 2003 through June 30, 2004**

- I. Contractor will provide the following HIV/AIDS services which are part of all Contractors' basic alcohol and drug treatment program(s):
  - A. Contractor's Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.

- B. Contractor's staff will attend a minimum of two (2) hours of HIV update training specifically designed for counselors in alcohol and drug recovery programs. This requirement may be met by attendance at the San Mateo County AIDS Program in-service for alcohol and drug treatment staff, or equivalent training approved by the Alcohol and Drug Services Administrator. Seventy-five percent (75%) of Contractor's staff will receive this training.
- C. Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS as a recovery issue, risk assessment and prevention education, culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change. Contractor must have up-to-date information readily available for participants on HIV testing and counseling, needle exchange programs and written information on HIV/AIDS and Hepatitis A, B and C. Contractor must also make access to condoms available to all program participants.
- D. Contractor will consult with San Mateo County AIDS Program to determine the best way for the AIDS Program, or Contractor's staff trained by the AIDS Program, to deliver HIV/AIDS group education to program participants. HIV/AIDS group education for participants will occur monthly for two (2) hours, with participant attendance expected. Group education will be designed with recovery as a focus, and will include culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change.
- L. Contractor will coordinate with the Alcohol and Drug Services Administrator, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

**ATTACHMENT 4**  
**Payment Procedures (Fee-For-Service Agreements)**  
**SITIKE COUNSELING CENTER**  
**July 1, 2003 through June 30, 2004**

- 1. **Final Settlement Payment**  
 Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.
- 14. **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, 2004.
- b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end Cost Report;
- l. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
- h. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**25. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

58. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.

59. 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.

60. 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.

**26. 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, 2004.



**27. 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 (Fee-For-Service Agreements)**  
**SITIKE COUNSELING CENTER**  
**July 1, 2003 through June 30, 2004**

**VIII. CONTRACTOR'S RESPONSIBILITIES**

- A. Reporting Requirements for Alcohol and Drug Treatment Services:
1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten (10) calendar days after the end of each month.
  2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
  3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
  4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
15. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

## II. COUNTY'S RESPONSIBILITIES

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
1. monthly reports;
  2. financial reports such as annual budgets, cost allocation plans, and cost reports;
  3. quarterly expenses, revenues and units of service reports;
  4. quarterly narrative reports;
  5. outcome data/reports; and
  6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
1. review of all pertinent participant records;
  2. appropriate interviews/discussions with participants served by Contractor;
  3. review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement;
  4. meet with appropriate program management and operations staff; and
  5. conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits herein. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

6. a County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
  - D. Provide ongoing technical assistance as needed.
  - E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

### **ATTACHMENT 6**

## **Program Specific Requirements (Fee-For-Service Agreements) SITIKE COUNSELING CENTER July 1, 2003 through June 30, 2004**

### **I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  1. monthly Alcohol and Drug Treatment Provider's meetings; and
  2. other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:  
Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

### **II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS**

- A. Maintain alcohol and drug treatment program participant records that include the following:
  1. California Alcohol and Drug Data System (CADDs) form;

2. intake form;
  3. signed fee determination;
  4. re-determination of fee every twelve (12) months (except for residential treatment);
  5. medical history;
  6. social history;
  7. alcohol and drug history;
  8. presenting problem;
  9. completed Addiction Severity Index (ASI);
  10. recovery plan;
  11. progress notes;
  12. closure summary/discharge plan;
  20. documented quarterly review by consultant/supervisor;
  14. signed release of information as required;
  15. signed consent to treatment; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.
62. Contractor will be in compliance with the DAISY (Drug and Alcohol Information System for You) Web-Based Application.
15. Contractor must participate and be in compliance with the Drug and Alcohol Information Systems for You (DAISY) system. DAISY is a centralized web-based application utilized by the County of San Mateo,

Human Services Agency, Alcohol and Other Drug Services to manage client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. It is the Contractor's responsibility to ensure their staff attends the scheduled trainings. The ongoing ability to maintain compliance with DAISY is the responsibility of the Contractor.

16. In connection with the DAISY system, the County and contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.

### **III. PROGRAM CERTIFICATION**

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. Program Requirements:
  1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;
  2. make use of available community resources, including recreational resources;
  3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
  4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive these services.
- B. Underserved Populations Requirements:
  1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
    - h. 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:
  - 8. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  - 2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:
 

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.

b. Category II - complex mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Dissociative Disorders, Eating Disorders, Anxiety Disorders, Attention Deficit Disorders, Major Depressive Disorders that are not substance-induced, and some Personality Disorders with complex behavioral issues (such as some individuals with Borderline Personality Disorders), in addition to the Substance Use Disorder(s). Many, but not all, of these individuals may be on medications. In addition, some individuals in Category III who are stabilized on medications and who do not have significant behavioral problems may be in this category.

c. Category III - serious mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

Note: Individuals who have a diagnosis of Antisocial Personality Disorder, Mental Retardation, Learning Disorders, Autistic Disorders, Delirium, Dementia or Amnesic and other Cognitive Disorders and Substance Use Disorders, but none of the psychiatric diagnoses noted above, are considered to have a co-occurring disorder for the purposes of this protocol.

D. Administrative Requirements:

1. Allow San Mateo County Drug and Alcohol Advisory Board (DAAB) members to visit Contractor's program site(s) at a mutually agreed time. One (1) day advance notification will suffice when a member of the DAAB and the Alcohol and Drug Services Administrator, agree that an immediate visit is necessary.
2. Provide statistical information upon reasonable request of County.

E. Facility Requirements:

1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.

2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.

M. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
  - a. A conflict of interest policy applicable to all of Contractor's program 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.
    - 17) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
  - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.



- e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 18) Health and Safety Code Section 11812(c).
  - 4) Health Insurance Portability and Accountability Act of 1996 ("HIPAA"),
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco,

including but not limited to, companies of the alcohol or tobacco industries.

- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

- 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
- 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
- 3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
  - a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
    - 1) Any member of Contractor's governing board.
    - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
    - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
  - b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.

1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

2) If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### **IV. FISCAL CERTIFICATIONS**

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. below, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  - 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  - 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- J. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
  - 1. Contractor will perform audit according to standard accounting practices.

2. This expense is an allowable cost in Contractor's program budget.
  3. If County reasonably believes that the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
  8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.

E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.

1. County has the option to retain ownership of capital equipment purchased with contract funds.

F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

H. Unusual incidents include, but are not limited to:

1. summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes;
2. the death by any cause of a person currently receiving services from Contractor's program(s);
3. the death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency;
4. situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel);
5. serious personal injury; and
6. serious property damage.

**ATTACHMENT 7**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: SITIKE COUNSELING CENTER

Contact Person: \_\_\_\_\_

Address: 306 SPRUCE AVE

SOUTH SAN FRANCISCO, CA 94080

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.

\_\_\_\_\_

Signature

Name (Please print)

\_\_\_\_\_

Title

Date

ATTACHMENT 8

**Additional Negotiated Net Amount (NNA) Requirements**

SITIKE COUNSELING CENTER

**July 1, 2003 through June 30, 2004**

The County's 2001-2005 state NNA contract as amended requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

63. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. The inability of a Contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract. (Required by NNA Amendment 1 2002-03, Exhibit B, Paragraph I.)

64. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
65. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
66. No state funds received under this contract will be used to assist, promote or deter union organizing.
67. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
68. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
  - O. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-2, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&I), Section 14100.2; Section 11977 of the HSC; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
  - P. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for

the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-2, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

69. Nondiscrimination in Employment:

- O. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- P. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

- 70. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, 2002-03, Exhibit B, Paragraph Q.4)



71.No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Reference : Executive Order D-10-99 and Department of General Services Management Memo 00-02)

(Required by NNA Amendment 1, Exhibit B, Paragraph V)

14.If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to the state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**WALDEN HOUSE, INC.**

**For the period of**

**July 1, 2003 through June 30, 2004**

Agency Contact:  
*Ernie Bednar*  
*Human Services Analyst*  
**(650) 802 -7675**

**FEE-FOR-SERVICE AGREEMENT WITH  
WALDEN HOUSE  
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, WALDEN HOUSE, INC., hereinafter called "Contractor";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug treatment services in accordance with state and federal laws, regulations, and funding mandates.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

**9. Exhibits and Attachments**

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Funded Alcohol and

	Drug Treatment Services and Rates of Payment for Those Services
Exhibit B:	Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
Exhibit C:	Outcome Based Management (OBM) and Budgeting Responsibilities
Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	HIV/AIDS Services
Attachment 4:	Payment Procedures
Attachment 5:	Monitoring Procedures
Attachment 6:	Program Specific Requirements
Attachment 7:	Equal Benefits Compliance
Attachment 8:	Additional State Negotiated Net Amount (NNA) Requirements

**2. Services to be Performed by Contractor**

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**11. Payments**

**Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

- 1) ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term.
- 2) SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607) for SB223 funded drug testing services described in Exhibit A for the Contract term.
- 3) FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the Contract term.
- 4) EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the Contract term.

**Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**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 sixty (60) days after the date Contractor renders the services. 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.

**Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. **Program Budget**

9. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

q. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

r. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency

or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

**Contract Re-negotiation**

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2004, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2004 to May 15, 2004 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2004, to submit the document for processing by June 1, 2004, and finalize the Agreement by July 1, 2004, subject to receipt of necessary information from the state budget.

**Treatment Services For Which Payment is Made Under This Agreement**

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

**4. Relationship of Parties**

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

**5. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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.

**14. Insurance**

A. Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained and such insurance has been approved by the Director of the Human Services Agency and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

17) 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.

18) 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.

10) 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.

**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.

**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.

**Equal Benefits Ordinance Compliance**

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. **Violation of the Non-Discrimination Provisions**

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph; and/or
- b) Set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

**8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:



A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E. Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual, which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

**10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

**11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, quality assurance, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. 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.

J. 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**

I. 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.

**Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

Q. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

R. 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.

**23. Notices**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United

States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

- (9) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Other Drug Services

400 Harbor Boulevard, Building C  
Belmont, CA 94002

- (10) in the case of Contractor, to:  
Walden House, Inc.  
520 Townsend St  
San Francisco, CA 94103-5693

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: \_\_\_\_\_

WALDEN HOUSE, INC.

\_\_\_\_\_  
Name, Title - Print

\_\_\_\_\_

Signature

Date: \_\_\_\_\_

**EXHIBIT A (Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 Funded**  
**Alcohol and Drug Treatment Services**  
**WALDEN HOUSE, INC.**  
**July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. Contractor will comply with Title 9, Division 4, Chapter 2.5, Sections 9530(f), 9530(k)(2), 9545(d), 9545(g), and 9545(h) of the California Code of Regulations (CCR), and OMB Circulars A-87 and A-122. Contractor's basic alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders.

Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants", referred by SACPA/Proposition 36 Team, to these services. The length of treatment will vary according to the specific need of each program participant. Contractor will provide the following services to individuals who are deemed eligible for SACPA/Proposition 36 funded services:

**I. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

A. SACPA/Proposition 36 Residential Alcohol and Drug Treatment Services  
Contractor's basic residential alcohol and drug treatment services will also be available to individuals with co-occurring disorders as defined in Section III.C.1. of Attachment 6 herein, and will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, addiction education and intervention, mental health assessment, aftercare planning, urine screening, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. A structured program including individual and group counseling, treatment planning, psycho-educational sessions including anger management and life skills, relapse prevention, supportive services addressing co-factors of addiction, educational workshops and

classes on HIV/AIDS behavior risks, vocational/educational opportunities, financial planning, parenting skills, family reunification, 12-step and other support activities, discharge planning, and relapse prevention.

3. In addition, program participants with co-occurring disorders will receive psychosocial and biomedical assessments, psychotropic medication administration and monitoring as appropriate, individual and group psychotherapy. Contractor will provide licensed professional staff (psychiatrist, psychologist and family therapist) to work with substance abuse counselors to integrate the two areas of service into a unified treatment plan.
4. Medical supervision for program participants receiving methadone, psychiatric medication, tuberculosis medication, or any other prescribed medication necessary.
5. Access to ancillary support services including: 12-step meetings, HIV/AIDS testing, educational functioning assessment health/mental health assessment, vocational assessment, GED preparation, literacy issues, job search workshops, peer support groups, and legal assistance.

## **II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a SACPA/ Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- C. All payments under this Agreement must directly support services specified in this Agreement.

## **III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17.

- A. County shall pay Contractor at the rate of \$75.26 per bed day provided, including food, shelter and other basic needs.
  
- B. County shall pay Contractor at the rate of \$125 per bed day provided, including food, shelter and other basic needs for services to program participants with co-occurring disorders.
  
- C. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these SACPA/Proposition 36 alcohol and drug treatment services.
  
- D. Contractor's monthly itemized bill will include:
  - 1. Name of program participant receiving SACPA/Proposition 36 funded residential treatment services, and the name of the referring SACPA/Proposition 36 team member.
  
  - 2. Dates services were provided for residential treatment services, broken down by program participant.
  
  - 3. Total amount of the bill for each month.
  
  - 4. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

#### **IV. DRUG TESTING**

Contractor may be eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs, as soon as County advises Contractor that the State of California has approved the County of San Mateo's SACPA plan. Services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/Proposition 36 services.

A. Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but not be limited to, a urine test, a blood test, saliva test, and breath alcohol test.

B. Guidelines for Drug Testing

1. Drug testing must be used as a treatment tool.
2. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
3. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
4. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
5. A single drug test shall not be the sole basis for:
  - a) determining unamenability to treatment, or
  - b) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
6. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

C. SB223 Funded Drug Testing Services Payment Rates

In full consideration of the SB223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607).

County shall pay Contractor in the manner described below:

1. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
2. Contractor's monthly itemized bill will include the following:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.



- b) Total amount of the bill for testing services for each month.
2. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT B (Fee-For-Service Agreement)**  
**Drug Court Treatment Services and Payments**  
**WALDEN HOUSE, INC.**  
**July 1, 2003 through June 30, 2004**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's basic residential alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participant", who are referred by San Mateo County Drug Court Team(s), to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

**I. COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**

CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

A. Residential Alcohol and Drug Treatment Services

Contractor's basic residential alcohol and drug treatment services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, relapse prevention, case management, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.

2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

**II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as “Trial Track” Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002.

**A. Residential Alcohol and Drug Treatment Services**

Contractor’s basic residential alcohol and drug treatment services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning, relapse prevention, case management, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and

medical/mental health assessments to those program participants identified as having special needs.

**III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Social Worker and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court program participant needs to be transferred during the course of their care to a different program due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.

**IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the Drug Court funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed:

- A. EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for CDCI funded treatment services; and

B. FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for DCP Trial Track funded treatment services.

1. From these funds County shall pay Contractor at the rate of \$75.41 per bed day provided, per individual served, for CDCI and DCP Trial Track funded residential treatment services including food, shelter and other basic needs.

2. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these alcohol and drug treatment services.

3. Contractor's monthly itemized bill will include the following:

a. Name of program participant receiving Drug Court funded alcohol and drug treatment services, name of the referring Drug Court team member, and funding source (i.e., CDCI or DCP Trial Track).

b. Dates services were provided, broken down by program participant, and funding source, for residential treatment services.

c. Total amount of the bill for each month, for each funding source.

d. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT C**

**Outcome Based Management and Budgeting Responsibilities  
WALDEN HOUSE, INC.**

**July 1, 2003 through June 30, 2004**

**IX. 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:

72. attend planning and informational meetings;

73. develop program performance and outcome measurements;

74. collect and submit data necessary to fulfill measurement requirements;

- 75. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- 76. participate in a review of performance and outcome information; and
- 77. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**II. Human Services Agency's (HSA) Responsibilities**

- Y. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- Z. issue and review OBM Implementation Guidelines; and
- AA. conduct review of performance and outcome information.

**ATTACHMENT 1**

**(Required only from Contractors who provide services directly to the public on County's behalf)**

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
 Person – Type or Print Name of 504

WALDEN HOUSE 520 TOWNSEND ST  
 Name of Contractor(s) Type or Print Street Address or P.O. Box

SAN FRANCISCO, CA 94103-5693  
 City State Zip Code

I certify that the above information is complete and correct to the best of my knowledge

\_\_\_\_\_  
 Date Signature and Title of Authorized Official

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations).other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**ATTACHMENT 2**

**FINGERPRINTING COMPLIANCE**

**Agreement with**

**WALDEN HOUSE, INC.  
July 1, 2003 through June 30, 2004**

- H. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers

are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**WALDEN HOUSE, INC.**  
**July 1, 2003 through June 30, 2004**

- I. Contractor will provide the following HIV/AIDS services which are part of all Contractor's 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.
- F. Contractor will coordinate with the Alcohol and Drug Services Administrator, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

**ATTACHMENT 4**  
**Payment Procedures (Fee-For-Service Agreements)**  
**WALDEN HOUSE, INC.**  
**July 1, 2003 through June 30, 2004**

**1. Final Settlement Payment**

Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**16. 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, 2004.

b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services



Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
  
- j. outcome objectives data/report;
- k. final/year-end Cost Report;
- l. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
  
- i. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**28. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

- 78. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final

Cost Report.

79. 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.

80. 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.

- 29. 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, 2004.

**30. 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 (Fee-For-Service Agreements)**  
**WALDEN HOUSE, INC.**  
**July 1, 2003 through June 30, 2004**

**IX. CONTRACTOR'S RESPONSIBILITIES**

- A. Reporting Requirements for Alcohol and Drug Treatment Services:
1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten (10) calendar days after the end of each month.
  2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
  3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
  4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
17. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

## **II. COUNTY'S RESPONSIBILITIES**

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
1. monthly reports;
  2. financial reports such as annual budgets, cost allocation plans, and cost reports;
  3. quarterly expenses, revenues and units of service reports;
  4. quarterly narrative reports;
  5. outcome data/reports; and
  6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
1. review of all pertinent participant records;
  2. appropriate interviews/discussions with participants served by Contractor;
  3. review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement;
  4. meet with appropriate program management and operations staff; and
  5. conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits herein. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

- 6. a County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

**ATTACHMENT 6**

**Program Specific Requirements (Fee-For-Service Agreements)**

**WALDEN HOUSE, INC.**

**July 1, 2003 through June 30, 2004**

**I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 2. other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:  
Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

**II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS**

- A. Maintain alcohol and drug treatment program participant records that include the following:
  - 1. California Alcohol and Drug Data System (CADDs) form;

2. intake form;
  3. signed fee determination;
  4. re-determination of fee every twelve (12) months (except for residential treatment);
  5. medical history;
  6. social history;
  7. alcohol and drug history;
  8. presenting problem;
  9. completed Addiction Severity Index (ASI);
  10. recovery plan;
  11. progress notes;
  12. closure summary/discharge plan;
  21. documented quarterly review by consultant/supervisor;
  14. signed release of information as required;
  15. signed consent to treatment; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.
82. Contractor will be in compliance with the DAISY (Drug and Alcohol Information System for You) Web-Based Application.
17. Contractor must participate and be in compliance with the Drug and Alcohol Information Systems for You (DAISY) system. DAISY is a centralized web-based application utilized by the County of San Mateo,

Human Services Agency, Alcohol and Other Drug Services to manage client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. It is the Contractor's responsibility to ensure their staff attends the scheduled trainings. The ongoing ability to maintain compliance with DAISY is the responsibility of the Contractor.

18. In connection with the DAISY system, the County and contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.

### **III. PROGRAM CERTIFICATION**

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. Program Requirements:
  1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;
  2. make use of available community resources, including recreational resources;
  3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
  4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive these services.
- B. Underserved Populations Requirements:
  1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
    - i. 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:
  - 9. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  - 2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:
 

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.



b. Category II - complex mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Dissociative Disorders, Eating Disorders, Anxiety Disorders, Attention Deficit Disorders, Major Depressive Disorders that are not substance-induced, and some Personality Disorders with complex behavioral issues (such as some individuals with Borderline Personality Disorders), in addition to the Substance Use Disorder(s). Many, but not all, of these individuals may be on medications. In addition, some individuals in Category III who are stabilized on medications and who do not have significant behavioral problems may be in this category.

c. Category III - serious mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

Note: Individuals who have a diagnosis of Antisocial Personality Disorder, Mental Retardation, Learning Disorders, Autistic Disorders, Delirium, Dementia or Amnesic and other Cognitive Disorders and Substance Use Disorders, but none of the psychiatric diagnoses noted above, are considered to have a co-occurring disorder for the purposes of this protocol.

D. Administrative Requirements:

1. Allow San Mateo County Drug and Alcohol Advisory Board (DAAB) members to visit Contractor's program site(s) at a mutually agreed time. One (1) day advance notification will suffice when a member of the DAAB and the Alcohol and Drug Services Administrator, agree that an immediate visit is necessary.
2. Provide statistical information upon reasonable request of County.

E. Facility Requirements:

1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.

2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.

N. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
  - a. A conflict of interest policy applicable to all of Contractor's program 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.
    - 19) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
  - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.

- e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 20) Health and Safety Code Section 11812(c).
  - 4) Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco,

including but not limited to, companies of the alcohol or tobacco industries.

- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

- 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
- 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
- 3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
  - a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
    - 1) Any member of Contractor's governing board.
    - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
    - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
  - b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.

1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

2) If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### **IV. FISCAL CERTIFICATIONS**

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. below, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  - 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  - 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- K. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
  - 1. Contractor will perform audit according to standard accounting practices.

2. This expense is an allowable cost in Contractor's program budget.
  3. If County reasonably believes that the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
  8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.

E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.

1. County has the option to retain ownership of capital equipment purchased with contract funds.

F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

I. Unusual incidents include, but are not limited to:

1. summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes;
2. the death by any cause of a person currently receiving services from Contractor's program(s);
3. the death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency;
4. situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel);
5. serious personal injury; and
6. serious property damage.

**ATTACHMENT 7**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor:

Contact Person: \_\_\_\_\_

Address

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.

_____	
Signature	Name (Please print)
_____	
Title	Date

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**WALDEN HOUSE, INC.**  
**July 1, 2003 through June 30, 2004**

The County's 2001-2005 state NNA contract as amended requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

83. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal



department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. The inability of a Contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract. (Required by NNA Amendment 1 2002-03, Exhibit B, Paragraph I.)

84. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
85. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
86. No state funds received under this contract will be used to assist, promote or deter union organizing.
87. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
88. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
  - Q. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-2, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSC; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
  - R. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality

contained in 42 USC Section 90 dd-2, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

89. Nondiscrimination in Employment:

- Q. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- R. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

90. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, 2002-03, Exhibit B, Paragraph Q.4)

91. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in

violation of copyright laws. (Reference : Executive Order D-10-99 and Department of General Services Management Memo 00-02)

(Required by NNA Amendment 1, Exhibit B, Paragraph V)

15. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

**WOMEN'S RECOVERY ASSOCIATION**

**For the period of**  
**July 1, 2003 through June 30, 2004**

Agency Contact:  
*Ernie Bednar*  
*Human Services Analyst*  
**(650) 802 -7675**

**FEE-FOR-SERVICE AGREEMENT WITH  
WOMEN'S RECOVERY ASSOCIATION  
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, WOMEN'S RECOVERY ASSOCIATION, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug treatment services in accordance with state and federal laws, regulations, and funding mandates.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

**10. Exhibits and Attachments**

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

Exhibit A: Substance Abuse and Crime Prevention Act  
(SACPA)/Proposition 36 and SB 223 Funded Alcohol and

- Drug Treatment Services and Rates of Payment for Those Services
- Exhibit B: Drug Court Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit C: CSAT HIV "Door-to-Treatment" Services Funded Alcohol and Drug Treatment Services and Rates of Payment for Those Services
- Exhibit D: Outcome Based Management (OBM) and Budgeting Responsibilities

- Attachment 1: Compliance with Section 504
- Attachment 2: Fingerprinting Compliance
- Attachment 3: HIV/AIDS Services
- Attachment 4: Payment Procedures
- Attachment 5: Monitoring Procedures
- Attachment 6: Program Specific Requirements
- Attachment 7: Equal Benefits Compliance
- Attachment 8: Additional State Negotiated Net Amount (NNA) Requirements

**2. Services to be Performed by Contractor**

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**12. Payments**

**Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term.

2) SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607) for SB223 funded drug testing services described in Exhibit A for the Contract term.

3) FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for Drug Court Partnership Trial Track funded alcohol and drug treatment services described in Exhibit B for the Contract term.

4) EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services described in Exhibit B for the Contract term.

5) ONE HUNDRED THOUSAND DOLLARS (\$100,000) for CSAT HIV “Door-to-Treatment” services funded alcohol and drug treatment services described in Exhibit C for the Contract term.

**Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**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 sixty (60) days after the date Contractor renders the services. 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.

**Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. **Program Budget**

10. Contractor will expend funds received for operation of its program and services according to Contractor’s annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

s. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent

(20%) of the maximum contract amount.

t. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

#### **Contract Re-negotiation**

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2004, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2004 to May 15, 2004 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2004, to submit the document for processing by June 1, 2004, and finalize the Agreement by July 1, 2004, subject to receipt of necessary information from the state budget.

#### **Treatment Services For Which Payment is Made Under This Agreement**

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

#### **4. Relationship of Parties**

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

#### **5. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations

promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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.

**15. Insurance**

A. Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained and such insurance has been approved by the Director of the Human Services Agency and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

19) 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.

20) 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.

11) 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.

**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.

**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.

**Equal Benefits Ordinance Compliance**

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. **Violation of the Non-Discrimination Provisions**

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph; and/or
- b) Set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

**8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports,

or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E. Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual, which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human

Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

#### **10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

#### **11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, Health Insurance Portability and Accountability Act (HIPAA), quality assurance, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. 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.

K. 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**

J. 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.

**Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

S. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

T. 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.

**24. Notices**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

(10) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002

(11) in the case of Contractor, to:  
Women's Recovery Association  
1450 Chapin Avenue, 1<sup>st</sup> Floor  
Burlingame, CA 94010

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: \_\_\_\_\_

WOMEN'S RECOVERY ASSOCIATION

\_\_\_\_\_  
Name, Title - Print

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**EXHIBIT A ( Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. Contractor's basic alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction

Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will comply with the Department of Alcohol and Drug Programs (ADP) Emergency Adoption of Chapter 2.5, commencing with Section 9500, Division 4, Title 9, California Code of Regulations Substance Abuse and Crime Prevention Act of 2000, and OMB Circulars A-87 and A-122. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

Contractor will admit individuals, hereinafter referred to as “program participants”, who are referred by SACPA/Proposition Team to these services. The length of treatment will vary according to the specific need of each program participant. Contractor will provide the following services at mutually agreed upon location(s) in San Mateo County to individuals who are deemed eligible for SACPA/Proposition 36 funded services:

I. **SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

A. **SACPA/Proposition 36 Women’s Treatment Readiness Alcohol and Drug Treatment Services:**

Contractor will provide treatment readiness services to women on the alcohol and drug treatment services waiting list for treatment program openings. Services will be geared toward assisting women to become engaged and supported while waiting for a treatment opening. Contractor’s basic treatment readiness services will be available to women and women with children. Contractor’s basic women’s treatment readiness services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), information and referral services and linkages to ancillary services, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required and requested.
2. Development of an individual treatment plan in conjunction with each program participant. The plan will be family based and will address, at minimum, continued stabilization, readiness and motivation to enter treatment.
3. Contractor’s basic treatment readiness services will include: 1 individual and 8 group counseling sessions per program participant, per month.
4. Curriculum will include: weekly education activities on chemical dependency, tools for recovery, self-esteem, stress management, 12-step meetings, individual and group interventions, crisis prevention, skill building, and family assessment.



5. Access to ancillary services including: health/mental health, vocational training, housing, legal issues, transportation, childcare, and family and couples counseling.
6. Discharge planning and follow-up activities.

B. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services for program participants with co-occurring disorders:

Contractor's outpatient services for program participants with co-occurring disorders will be available to women and women with children.

Contractor's services will be on average ninety (90) days in duration and will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) treatment plan in conjunction with the program participant, relapse prevention, urine screening, follow-up at 3-months and 9-months after intake for each program participant, follow-up with Probation/Parole as required and requested.
2. A minimum of one (1) individual and four (4) group counseling sessions per program participant, per month.
3. Curriculum will include: stress management, 12-step recovery, life skills, self esteem building, family dynamics, relationship skills, crisis prevention, mentoring, alcohol and drug-free social activities, and aftercare planning.

4. Access to ancillary services including: health/mental health, vocational training, housing, literacy/education, financial assistance, legal issues, transportation, child care, and family and couples counseling.

5. Services will be specifically designed for program participants with co-occurring disorders, continuing care needs, and vocational training plans.

C. SACPA/Proposition 36 Women's Day Treatment Services for program participants with co-occurring disorders:

Contractor's basic women's day treatment services for program participants with co-occurring disorders will be available to women and women with children. Contractor's basic women's day treatment services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) treatment plan in conjunction with the program participant, relapse prevention, urine screening, follow-up at 3-months and 9-months after intake for each program participant, follow-up with Probation/ Parole as required and requested.
2. Program participants will attend the day treatment program 3 to 5 days per week for 10 to 20 hours per week. Contractor's basic women's day treatment services will include: 4 individual and 46 group counseling sessions per program participant, per month.
3. Curriculum will include: treatment planning, family assessment, weekly family and friends group meetings, education on chemical dependency, family dynamics, eating disorders, sex education, life skills, health education, pharmacology, domestic violence, AIDS/HIV and hepatitis C education, acupuncture, exercise, relaxation techniques, parenting skills, mommy and me classes, family sessions, process groups, vocational training planning, child care, and aftercare planning.
4. Access to ancillary services including: Family Self Sufficiency Team (FSST), health/mental health, vocational training, housing, legal issues, transportation, child care, family and couples counseling, 12-step and other support groups.

D. SACPA/Proposition 36 Women's Intensive Day Treatment Services for program participants with co-occurring disorders:

Contractor's basic women's intensive day treatment services for program participants with co-occurring disorders will be available to women and women with children. Contractor's basic women's intensive day treatment services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) treatment plan in conjunction with the program participant, relapse prevention, urine screening, follow-up at 3-months and 9-months after intake for each program participant, follow-up with Probation/ Parole as required and requested.
2. Program participants will attend the day treatment program 3 to 5 days per week for 10 to 20 hours per week. Contractor's basic women's intensive day treatment plan will include: 4 individual and 70 group counseling sessions per program participant, per month. Contractor will provide program participants with transportation to and from facility as needed.
3. Curriculum will include: treatment planning, family assessment, weekly family and friends group meetings, education on chemical

dependency, family dynamics, eating disorders, sex education, life skills, health education, pharmacology, domestic violence, AIDS/HIV and hepatitis C education, acupuncture, exercise, relaxation techniques, parenting skills, mommy and me classes, family sessions, process groups, vocational training planning, child care, and aftercare planning.

4. Access to ancillary services including: Family Self Sufficiency Team (FSST), health/mental health, vocational training, housing, legal issues, transportation, child care, family and couples counseling, 12-step and other support groups.

E. SACPA/Proposition 36 Residential Alcohol and Drug Treatment Services for Women With Co-Occurring Disorders:

Contractor will provide residential treatment services to women age 18 years and over who are eligible under Proposition 36 and have been diagnosed with co-occurring disorders (as defined in Section III.C. of Attachment 6). Contractor will provide the following services:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) treatment plan in conjunction with the program participant, relapse prevention, urine screening, follow-up at 3-months and 9-months after intake for each program participant, follow-up with Probation/ Parole as required and requested.
2. Program participants will attend orientation, 12-step meetings seven (7) times per week, obtain a sponsor, complete 12-step homework, participate in daily household responsibilities, and learn basic living skills and coping skills for clean and sober living.
3. Contractor's educational curriculum will include: nine (9) hours of psycho-education per week, comprehensive education on co-occurring recovery issues including disease concept of chemical addiction, medication management, mood and personality disorders, trauma disorder and recovery, thought disorders, interpersonal relationship and communication skill building, peer support, and introduction to the 12-step model of recovery.
4. Contractor's counseling and crisis management curriculum will include: four and one-half (4.5) hours of small group process and drug counseling and nine (9) hours of psycho-education per week including clarification and re-clarifying steps with the program participant to meet the goals of the treatment plan and planning proactively for crisis prevention and skill building. This component will also include immediate mobilization of services in an emergency situation to maintain safety and health.
5. Access to ancillary services including: family assessment and counseling, Family Self-Sufficiency Team (FSST), health and

mental health services, vocational training, housing, legal assistance, transportation and childcare.

F. SACPA/Proposition 36 Residential Alcohol and Drug Treatment Services for Women:

The following residential treatment services will be provided to women with chemical dependency issues who are referred through the SACPA/Proposition 36 system and are eligible for these services.

The following services will be provided:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), individualized treatment plan in conjunction with the program participant, relapse prevention, urine screening, follow-up at 3-months and 9-months after intake for each program participant, follow-up with Probation/ Parole as required and requested.
2. Monitoring and follow up including tracking the provision of services to the client regarding the goals and objectives of the individualized treatment plan.
3. 12-step meetings and recovery groups, step homework and recovery literature.
4. The education component will include five (5) to eight (8) hours a week of education services per program participant, which will include the following topics: chemical dependency communication skills, basic life skills, health issues, pharmacology, domestic violence, recovery, depression and anxiety, personality disorders, self-esteem, stress management, HIV and Hepatitis-C, smoking cessation, effects of drug use, spirituality, coping skills for clean and sober living, relationship education, family dynamics, eating disorders, sex education, vocational skills, parenting education, acupuncture, exercise, nutrition, mediation, and relaxation techniques.
5. Program participants will also receive housing, meals, and access to ancillary services including: family assessment and counseling, Family Self-Sufficiency Team (FSST), health and mental health services, vocational training, housing, legal assistance, transportation and childcare.

G. SACPA/Proposition 36 Alcohol and Drug Aftercare Services for Women with Co-Occurring Disorders:

Contractor will provide aftercare services to women age 18 years and over who are eligible under Proposition 36 and have been diagnosed with co-occurring disorders (as defined in Section III.C. of Attachment 6). Contractor will provide the following services:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]) for new admissions, treatment plan in conjunction with the program participant, relapse prevention, urine screening, follow-up at 3-months and 9-months after intake for each program participant, follow-up with Probation/ Parole as required and requested.
2. Contractor's curriculum will include: individual and group interventions, family involvement, linkages and referral to ancillary services, structured recovery activities, discharge planning and follow-up activities.
3. Scheduled services will be individualized and will offer one and one half (1.5) to four (4) hours of services per week. Based on program participant's needs, they will have the option to attend an hour and one half (1.5) hour relapse prevention group facilitated by staff, a one and one-half (1.5) hour aftercare group as well as receive, as needed, individual counseling. Services will be provided both during the day and evening hours.
4. Program participants will be encouraged to attend 12-step groups and have a 12-step sponsor; and will be encouraged to attend Contractor's alumnae meetings.

### **SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a SACPA/ Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- C. All payments under this Agreement must directly support services specified in this Agreement.

### **III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

A. Treatment Services Rates:

1. From the aggregate funds County shall pay Contractor at the rate of:
  - a. \$87.00 per available staff hour for treatment readiness services.
    - b. \$86.00 per available staff hour for outpatient treatment services for program participants with co-occurring disorders.
    - c. \$130 per treatment visit day provided, for day treatment services for program participants with co-occurring disorders, per program participant served; services to be billed under one daily rate (treatment visit day) which includes light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation).
    - d. \$139 per treatment visit day provided, for intensive day treatment services program participants with co-occurring disorders, per program participant served; services to be billed under one daily rate (treatment visit day) which includes light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation).
    - e. \$145 per bed day provided for residential services for women with co-occurring disorders; which includes food, shelter, and other basic needs.
    - f. \$79 per available staff hour for aftercare treatment services for women with co-occurring disorders.
    - g. \$136 per bed day provided for residential services for women; which includes food, shelter, and other basic needs.

2. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services.
  
4. Contractor's monthly itemized bill will include:
  - a. Name of program participant receiving SACPA/ Proposition 36 funded services, modality (treatment readiness, outpatient, day treatment, intensive day treatment, residential and aftercare), and the name of the referring SACPA/Proposition 36 team member.
  
  - b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant for treatment readiness, outpatient, and aftercare services.
  
  - c. Number of group counseling hours provided, by program participant for treatment readiness, outpatient, and aftercare services.
  
  - d. Number of staff hours provided for alcohol and drug treatment services each month, by modality (treatment readiness, outpatient, and aftercare).
  
- e. Number of treatment visit days provided, by program participant for day treatment and intensive day treatment services.
  - f. Number of bed days provided, by program participant for residential treatment services.
  
  - g. Total amount of the bill for each month, by modality.
  
  - h. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**IV. DRUG TESTING**

- A. Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB223 services must be provided in accordance with the California Health and Safety Code regulations for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/Proposition 36 services.

1. Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing methods may include, but not be limited to, a urine test, a blood test, saliva test, and breath alcohol test.
2. Guidelines for Drug Testing
  - a. Drug testing must be used as a treatment tool.
  - b. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
  - c. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
  - d. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
  - e. A single drug test shall not be the sole basis for:
    - 1) determining unamenability to treatment, or
    - 2) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
  - f. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
  - g. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.
3. SB223 Funded Drug Testing Services Rates of Payment

In full consideration of the SB223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607). County shall pay Contractor in the manner described below:

  - a. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test



including related costs. Contractor shall bill for actual costs only.

- b. Contractor's monthly itemized bill will include:
  - 1) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - 2) Total number of staff hours provided for each month. A staff hour is defined as an available staff hour.
  - 3) Total amount of the bill for testing services for each month.
- c. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT B (Fee-For-Service Agreement)**  
**Drug Court Alcohol and Drug Treatment Services**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2003 through June 30, 2004**

Contractor will provide the following Drug Court treatment services at mutually agreed upon location(s) in San Mateo County. Contractor's basic alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants", who are referred by San Mateo County Drug Court Team(s), to these services. Referrals will come from the Alcohol and Drug Services Social Worker Team and may originate from either North County or South County Drug Courts, or Juvenile Drug Court. Reimbursement will not be approved for any individual treated who was not part of this formal referral process.

- I. **COMPREHENSIVE DRUG COURT IMPLEMENTATION (CDCI) GRANT FUNDED DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES**  
CDCI Drug Court services are funded through a State Department of Alcohol and Drug Programs grant designated specifically to serve individuals who are in the Drug Court system, and are referred to alcohol and drug treatment services by

the Drug Court Team. Contractor will provide the following alcohol and drug treatment services:

A. Nonresidential Alcohol and Drug Treatment Services

Contractor's basic nonresidential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, health care, literacy assistance and supportive educational training, and job search.

B. Women's Residential Alcohol and Drug Treatment Services

Contractor's basic women's residential alcohol and drug treatment services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, urine screening, treatment planning, relapse prevention, case management, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.

3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job search, and medical/mental health assessments to those program participants identified as having special needs.

**II. DRUG COURT PARTNERSHIP (TRIAL TRACK) FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

Drug Court Partnership (DCP) Trial Track services, hereinafter referred to as “Trial Track” Drug Court services, are funded through a federal Drug Court Partnership grant designated to specifically serve individuals who are in the Drug Court system, have plead guilty to a felony offense, and are referred to alcohol and drug treatment services by the Drug Court Team. Contractor will provide the following services in accordance with the Drug Court Partnership Act of 2002.

A. Nonresidential Alcohol and Drug Treatment Services

Contractor’s basic nonresidential alcohol and drug treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, relapse prevention, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. Individual and group counseling.
3. Access to ancillary services which may include: legal support, HIV/AIDS testing and education, health care, literacy assistance and supportive educational training, and job search.

B. Women’s Residential Alcohol and Drug Treatment Services

Contractor’s basic women’s residential alcohol and drug treatment services will include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), food, shelter and other basic needs, urine screening, treatment planning, relapse prevention, case management, aftercare planning, follow-up for each program participant at 3-months and 9-months after intake, and follow-up with Probation/Parole as required.
2. A structured program including group and individual counseling to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills, art therapy, and family socialization activities.
3. Access to ancillary support services may include: legal support, 12-step meetings, HIV/AIDS testing and education, literacy assistance and supportive educational training, job

search, and medical/mental health assessments to those program participants identified as having special needs.

### **III. DRUG COURT REFERRAL AND REIMBURSEMENT PROVISIONS**

- A. Contractor will be reimbursed only for the actual services provided to Drug Court program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the Drug Court Team) and by order of the court. Program participants may also be referred directly from the Superior Court by an order of the court or under the direction of the participants' supervising probation officer, with notification to Alcohol and Drug Services.
- B. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process, as evident by the referral form which must be signed by an Alcohol and Drug Social Worker and have the transferred ASI, or by a copy of the conditions of probation that includes an order by the court to a specified treatment program, or a copy of a memo signed by the supervising probation officer directing the program participant to attend a specified program.
- C. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a Drug Court program participant needs to be transferred during the course of their care to a different program due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- D. Program participants requesting a transfer to another treatment program must make a written request to the Drug Court Team. The final determination will reside with the Drug Court Judge.
- E. All payments under this Agreement must directly support services specified in this Agreement.

### **IV. DRUG COURT ALCOHOL AND DRUG TREATMENT SERVICES RATES OF PAYMENT**

In full consideration of the Drug Court funded alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed:

A. EIGHTY-NINE THOUSAND NINE HUNDRED THIRTY-NINE DOLLARS (\$89,939) for CDCI funded treatment services; and

B. FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-SIX DOLLARS (\$57,726) for DCP Trial Track funded treatment services.

1. From these funds County shall pay Contractor at the rate of:
  - a. \$35.00 per individual and group counseling hour provided for CCDI and DCP Trial Track funded nonresidential treatment services; and
  - b. \$60.00 per bed day provided, per individual served, for CDCI and DCP Trial Track funded residential treatment services including food, shelter and other basic needs.

2. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these alcohol and drug treatment services.

3. Contractor's monthly itemized bill will include:
  - a. Name of program participant receiving Drug Court funded alcohol and drug treatment services, the name of the referring Drug Court team member, and funding (i.e., CDCI or DCP Trial Track).
  - b. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and funding source, for nonresidential treatment services.

c. Number of group counseling hours provided, broken down by program participant, and funding source, for nonresidential treatment services.

- d. Number of staff hours each month for nonresidential treatment services.

- e. Number of bed days provided for residential treatment services.

- f. Dates services were provided, broken down by program participant, by modality.

- g. Total amount of the bill for each month, by modality, by funding source.

- h. Contractor will submit itemized bill and invoice by the tenth (10) day of the month following the month services were

provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**EXHIBIT C (Fee-For-Service Agreement)**  
**Center For Substance Abuse Treatment HIV “Door-to-Treatment” Funded Alcohol  
and Drug Treatment Services  
WOMEN’S RECOVERY ASSOCIATION  
July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services, funded through the federal Center For Substance Abuse Treatment (CSAT) HIV “Door-to-Treatment” grant, are designated specifically to serve individuals who are in need of substance abuse treatment, and are at high risk for HIV, including 1) women and 2) adolescents, 3) men who inject drugs, 4) men who have sex with men, and 5) individuals released from incarceration within the past two years. Contractor’s services will comply with all regulations and requirements of the CSAT HIV “Door-to-Treatment” grant. Contractor shall provide these alcohol and drug treatment services in accordance with all state regulatory and statutory provisions associated with these services, and all federal regulations pertaining to the CSAT HIV “Door-to-Treatment” grant. . Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

**VII. CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) HIV FUNDED “DOOR-TO-TREATMENT” ALCOHOL AND DRUG TREATMENT SERVICES**

Admit to Contractor’s alcohol and drug treatment services, individuals who meet the eligibility criteria as set forth in the CSAT HIV “Door-to-Treatment” grant. Population relevant programming will be made available to female alcohol and drug treatment participants. Contractor will provide the following services:

**A. Women’s Residential Alcohol and Drug Treatment Services:**

The following services are part of Contractor’s basic women’s residential alcohol and drug treatment program:

9. Intake, assessment (utilizing the Addiction Severity Index [ASI]), food, shelter and other basic needs, treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Provide weekly education classes and group counseling sessions and document in participant case records.
3. Have every program participant attend at least four (4) meetings a week of Alcoholics Anonymous, Narcotics Anonymous, and/or other self-help groups during their participation in the program.
4. Refer all appropriate unemployed program participants to the Department of Rehabilitation for assessment, job training, and placement.
5. Review all medical needs of program participants and make appropriate referrals as required.
6. Provide or facilitate at least one (1) alcohol and drug free socialization activity for program participants per quarter.

**B. Outpatient Alcohol and Drug Treatment Services:**

Contractor’s basic outpatient services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
2. Contractor’s basic outpatient treatment services will include: 1 individual and 4 group counseling sessions per program participant, per month.

3. Curriculum will include: stress management, 12-step recovery, life skills, self esteem building, family dynamics, relationship skills, crisis prevention, mentoring, alcohol and drug-free social activities, and aftercare planning.
4. Access to ancillary services including: health/mental health, vocational training, housing, literacy/education, financial assistance, legal issues, transportation, child care, and family and couples counseling.

C. Day Treatment Services:

Contractor's basic day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.
5. Program participants will attend the day treatment program 3 to 5 days per week for 10 to 20 hours per week. Contractor's basic women's day treatment services will include: 4 individual and 46 group counseling sessions per program participant, per month.
3. Curriculum will include: treatment planning, family assessment, weekly family and friends group meetings, education on chemical dependency, family dynamics, eating disorders, sex education, life skills, health education, pharmacology, domestic violence, AIDS/HIV and hepatitis C education, acupuncture, exercise, relaxation techniques, parenting skills, mommy and me classes, family sessions, process groups, vocational training planning, child care, and aftercare planning.
4. Access to ancillary services including: Family Self Sufficiency Team (FSST), health/mental health, vocational training, housing, legal issues, transportation, child care, family and couples counseling, 12-step and other support groups.

D. Intensive Day Treatment Services:

Contractor's basic intensive day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment planning (in conjunction with the program participant), addiction education and intervention, aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant.



2. Program participants will attend the day treatment program 3 to 5 days per week for 10 to 20 hours per week. Contractor's basic women's intensive day treatment plan will include: 4 individual and 70 group counseling sessions per program participant, per month. Contractor will provide program participants with transportation to and from facility as needed.
3. Curriculum will include: treatment planning, family assessment, weekly family and friends group meetings, education on chemical dependency, family dynamics, eating disorders, sex education, life skills, health education, pharmacology, domestic violence, AIDS/HIV and hepatitis C education, acupuncture, exercise, relaxation techniques, parenting skills, mommy and me classes, family sessions, process groups, vocational training planning, child care, and aftercare planning.
5. Access to ancillary services including: Family Self Sufficiency Team (FSST), health/mental health, vocational training, housing, legal issues, transportation, child care, family and couples counseling, 12-step and other support groups.

**II. CSAT/HIV "DOOR-TO-TREATMENT" REFERRAL AND REIMBURSEMENT PROVISIONS**

- M. Contractor will be reimbursed only for the actual services provided to CSAT/HIV "Door-to-Treatment" program participants who are referred with a written referral and the Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker. Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e. program participant admitted before a written referral/approval and ASI). If a CSAT/HIV "Door-to-Treatment" program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treating provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Social Worker.
- N. All payments under this Agreement must directly support services specified in this Agreement

**IX. CSAT/HIV "DOOR-TO-TREATMENT" FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the CSAT/HIV "Door-to-Treatment" funded alcohol and drug treatment services provided to individuals referred by the County, who lack

the necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE HUNDRED THOUSAND DOLLARS (100,000). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor in the manner described below:

A. Alcohol and Drug Treatment Services Rates of Payment:

From the aggregate funds County shall pay Contractor at the following rates:

4. \$100.00 per bed day for women's residential alcohol and drug treatment services, including food, shelter and other basic needs; and
5. \$41.00 per available staff hour for outpatient alcohol and drug treatment services including food, shelter and other basic needs, for the next 60 days of services; and
6. \$110.00 per treatment visit day for alcohol and drug day treatment services; and
4. \$137.00 per treatment visit day for alcohol and drug intensive day treatment services.

B. A separate billing and record keeping system will be kept by Contractor for those individuals receiving these CSAT/HIV "Door-to-Treatment" alcohol and drug treatment services.

C. Contractor's monthly itemized bill will include the following:

1. Name of program participant receiving CSAT/HIV "Door-to-Treatment" funded services, by modality (outpatient, day treatment, intensive day treatment, and residential), and the name of the referring County Alcohol and Drug Social Worker.
2. Dates services were provided, the number of bed days provided for residential, broken down by program participant.
7. Number of groups and individual counseling hours provided for outpatient, day treatment, and intensive day treatment services.
5. Number of available staff hours for all modalities with the exception of residential.
6. Total amount of the bill for each month, by modality.

7. Contractor will submit itemized bill and invoice statement by the tenth (10) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

#### **EXHIBIT D**

### **Outcome Based Management and Budgeting Responsibilities WOMEN'S RECOVERY ASSOCIATION July 1, 2003 through June 30, 2004**

#### **X. 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:

92. attend planning and informational meetings;
93. develop program performance and outcome measurements;
94. collect and submit data necessary to fulfill measurement requirements;
95. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
96. participate in a review of performance and outcome information; and
97. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

#### **II. Human Services Agency's (HSA) Responsibilities**

- BB. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- CC. issue and review OBM Implementation Guidelines; and
- DD. conduct review of performance and outcome information.



method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**ATTACHMENT 2**

**FINGERPRINTING COMPLIANCE**

**Agreement with**

**WOMEN'S RECOVERY ASSOCIATION**

**July 1, 2003 through June 30, 2004**

**Alcohol and Drug Services**

- I. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 3**

**HIV/AIDS Services**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2003 through June 30, 2004**

- I. Contractor will provide the following HIV/AIDS services which are part of all Contractors' basic alcohol and drug treatment program(s):
  - A. Contractor's Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - B. Contractor's staff will attend a minimum of two (2) hours of HIV update training specifically designed for counselors in alcohol and drug recovery programs. This requirement may be met by attendance at the San Mateo County AIDS Program in-service for alcohol and drug treatment staff, or equivalent training approved by the Alcohol and Drug Services Administrator. Seventy-five percent (75%) of Contractor's staff will receive this training.
  - C. Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS as a recovery issue, risk assessment and prevention education, culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change. Contractor must have up-to-date information readily available for participants on HIV testing and counseling, needle exchange programs and written information on HIV/AIDS and Hepatitis A, B and C. Contractor must also make access to condoms available to all program participants.
  - D. Contractor will consult with San Mateo County AIDS Program to determine the best way for the AIDS Program, or Contractor's staff trained by the AIDS Program, to deliver HIV/AIDS group education to program participants. HIV/AIDS group education for participants will occur monthly for two (2) hours, with participant attendance expected. Group education will be designed with recovery as a focus, and will include culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change.
  - O. Contractor will coordinate with the Alcohol and Drug Services Administrator, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

**ATTACHMENT 4**  
**Payment Procedures (Fee-For-Service Agreements)**  
**WOMEN'S RECOVERY ASSOCIATION**

**July 1, 2003 through June 30, 2004**

**1. Final Settlement Payment**

Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**18. 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, 2004.

b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end Cost Report;
- l. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up after intake; and
- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
- j. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**31. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

- 98. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.
- 99. 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.
- 100. 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.

**32. 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, 2004.



**33. 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 (Fee-For-Service Agreements)**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2003 through June 30, 2004**

**X. CONTRACTOR'S RESPONSIBILITIES**

**A. Reporting Requirements for Alcohol and Drug Treatment Services:**

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten (10) calendar days after the end of each month.
  2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
  3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
  4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
- 19.** Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

## II. COUNTY'S RESPONSIBILITIES

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
101. monthly reports;
  2. financial reports such as annual budgets, cost allocation plans, and cost reports;
  3. quarterly expenses, revenues and units of service reports;
  4. quarterly narrative reports;
  5. outcome data/reports; and
  6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
1. review of all pertinent participant records;
  2. appropriate interviews/discussions with participants served by Contractor;
  3. review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement;
  4. meet with appropriate program management and operations staff; and
  5. conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits herein. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

- 6. a County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

**ATTACHMENT 6**

**Program Specific Requirements (Fee-For-Service Agreements)  
WOMEN'S RECOVERY ASSOCIATION  
July 1, 2003 through June 30, 2004**

**I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. monthly Alcohol and Drug Treatment Provider's meetings; and
  - 2. other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:  
Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

**II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS**

- A. Maintain alcohol and drug treatment program participant records that include the following:
  - 1. California Alcohol and Drug Data System (CADDs) form;

2. intake form;
  3. signed fee determination;
  4. re-determination of fee every twelve (12) months (except for residential treatment);
  5. medical history;
  6. social history;
  7. alcohol and drug history;
  8. presenting problem;
  9. completed Addiction Severity Index (ASI);
  10. recovery plan;
  11. progress notes;
  12. closure summary/discharge plan;
  22. documented quarterly review by consultant/supervisor;
  14. signed release of information as required;
  15. signed consent to treatment; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.
102. Contractor will be in compliance with the DAISY (Drug and Alcohol Information System for You) Web-Based Application.
19. Contractor must participate and be in compliance with the Drug and Alcohol Information Systems for You (DAISY) system. DAISY is a centralized web-based application utilized by the County of San Mateo,

Human Services Agency, Alcohol and Other Drug Services to manage client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. It is the Contractor's responsibility to ensure their staff attends the scheduled trainings. The ongoing ability to maintain compliance with DAISY is the responsibility of the Contractor.

20. In connection with the DAISY system, the County and contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.

### **III. PROGRAM CERTIFICATION**

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

#### **A. Program Requirements:**

1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;
2. make use of available community resources, including recreational resources;
3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive these services.

#### **B. Underserved Populations Requirements:**

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
  - j. 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:
  - 10. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  - 2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:
 

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.

b. Category II - complex mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Dissociative Disorders, Eating Disorders, Anxiety Disorders, Attention Deficit Disorders, Major Depressive Disorders that are not substance-induced, and some Personality Disorders with complex behavioral issues (such as some individuals with Borderline Personality Disorders), in addition to the Substance Use Disorder(s). Many, but not all, of these individuals may be on medications. In addition, some individuals in Category III who are stabilized on medications and who do not have significant behavioral problems may be in this category.

c. Category III - serious mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

Note: Individuals who have a diagnosis of Antisocial Personality Disorder, Mental Retardation, Learning Disorders, Autistic Disorders, Delirium, Dementia or Amnesic and other Cognitive Disorders and Substance Use Disorders, but none of the psychiatric diagnoses noted above, are considered to have a co-occurring disorder for the purposes of this protocol.

D. Administrative Requirements:

1. Allow San Mateo County Drug and Alcohol Advisory Board (DAAB) members to visit Contractor's program site(s) at a mutually agreed time. One (1) day advance notification will suffice when a member of the DAAB and the Alcohol and Drug Services Administrator, agree that an immediate visit is necessary.
2. Provide statistical information upon reasonable request of County.

E. Facility Requirements:

1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.

2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
  3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.
- O. Governance and Operational Requirements:
1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
  2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
    - a. A conflict of interest policy applicable to all of Contractor's program 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.
      - 21) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
    - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
    - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.



- e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 22) Health and Safety Code Section 11812(c).
  - 4) Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco,

including but not limited to, companies of the alcohol or tobacco industries.

- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

- 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
- 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
- 3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
  - a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
    - 1) Any member of Contractor's governing board.
    - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
    - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
  - b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.

1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

2) If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### **IV. FISCAL CERTIFICATIONS**

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. below, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  - 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  - 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- L. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
  - 1. Contractor will perform audit according to standard accounting practices.

2. This expense is an allowable cost in Contractor's program budget.
  3. If County reasonably believes that the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
  8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.

E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.

1. County has the option to retain ownership of capital equipment purchased with contract funds.

F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

J. Unusual incidents include, but are not limited to:

1. summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes;
2. the death by any cause of a person currently receiving services from Contractor's program(s);
3. the death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency;
4. situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel);
5. serious personal injury; and
6. serious property damage.

**ATTACHMENT 7**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: Women's Recovery Association

Contact Person: Jolie Bou

Address: \_\_\_\_\_

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.

\_\_\_\_\_  
Signature Name (Please print)

\_\_\_\_\_  
Title Date

**ATTACHMENT 8**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**WOMEN'S RECOVERY ASSOCIATION**  
**July 1, 2003 through June 30, 2004**

The County's 2001-2005 state NNA contract as amended requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Amendment that specify the requirements.

103. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. The inability of a Contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract. (Required by NNA Amendment 1 2002-03, Exhibit B, Paragraph I.)

104. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
105. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
106. No state funds received under this contract will be used to assist, promote or deter union organizing.
107. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
108. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
  - S. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-2, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&I), Section 14100.2; Section 11977 of the HSC; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
  - T. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by

law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-2, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

109. Nondiscrimination in Employment:

- S. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- T. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

110. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious activity. (Required by NNA Amendment 1, 2002-03, Exhibit B, Paragraph Q.4)

111. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in



violation of copyright laws. (Reference : Executive Order D-10-99 and Department of General Services Management Memo 00-02)

(Required by NNA Amendment 1, Exhibit B, Paragraph V)

16. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to the state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)



**AN AGREEMENT BETWEEN**

**COUNTY OF SAN MATEO**

**AND**

# YOUTH AND FAMILY ENRICHMENT SERVICES

For the period of

July 1, 2003 through June 30, 2004

Agency Contact:  
*Ernie Bednar*  
*Human Services Analyst*  
(650) 802 -7675

## FEE-FOR-SERVICE AGREEMENT WITH YOUTH AND FAMILY ENRICHMENT SERVICES FOR ALCOHOL AND DRUG TREATMENT SERVICES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and, YOUTH AND FAMILY ENRICHMENT SERVICES, hereinafter called "Contractor";

### WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of alcohol and drug treatment services in accordance with state and federal laws, regulations, and funding mandates.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

**11. Exhibits and Attachments**

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

Exhibit A: Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36 and SB 223 Funded Alcohol and

Drug Treatment Services and Rates of Payment for Those Services

Exhibit B: Outcome Based Management (OBM) and Budgeting Responsibilities

Attachment 1:	Compliance with Section 504
Attachment 2:	Fingerprinting Compliance
Attachment 3:	HIV/AIDS Services
Attachment 4:	Payment Procedures
Attachment 5:	Monitoring Procedures
Attachment 6:	Program Specific Requirements
Attachment 7:	Equal Benefits Compliance
Attachment 8:	Additional State Negotiated Net Amount (NNA) Requirements

**2. Services to be Performed by Contractor**

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth this Agreement and in the Exhibits and Attachments to the Agreement.

**13. Payments**  
**Maximum Amount**

In full consideration of Contractor's performance of the services described in the Exhibits, the aggregate amount that County shall pay all contractors who provide fee for service alcohol and drug treatment services under this Agreement and all other Agreements authorized collectively by single resolution, a copy of which is attached hereto and incorporated by reference herein, shall not exceed:

1) ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724) for SACPA/Proposition 36 funded alcohol and drug treatment services described in Exhibit A for the Contract term.

2) SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607) for SB223 funded drug testing services described in Exhibit A for the Contract term.

**Rates, Amounts, and Terms of Payment**

The amounts, rates and terms of payment shall be specified in the Exhibits and Attachment 4 to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event may the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he/she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

**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 sixty (60) days after the date Contractor renders the services. 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.

**Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Exhibits and Attachments based upon unavailability of federal, state or County funds, by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. **Program Budget**

11. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency the following will apply:

u. Contractor will notify the Human Services Agency of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.

v. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a re-negotiation of the Agreement.

**Contract Re-negotiation**

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 2004, with the understanding that said indication is not binding on the County or on Contractor. From February 15, 2004 to May 15, 2004 the parties shall negotiate a draft Agreement. County shall exercise its best efforts to provide all contract parameters and requirements to Contractor by February 15, 2004, to submit the document for processing by June 1, 2004, and finalize the Agreement by July 1, 2004, subject to receipt of necessary information from the state budget.

**Treatment Services For Which Payment is Made Under This Agreement**

Payments made under this Agreement are intended to pay Contractor for treatment services provided to individuals who are referred by the County, and who lack the necessary resources to pay for all, or part, of these treatment

services themselves. Payments made under this Agreement are not intended to provide the full cost of care for all individuals referred by County for treatment services. In addition to the payments specified in this Agreement, the total cost of Contractor's treatment services will be paid by client fees, as specified in the Agreement and the Exhibits and Attachments hereto, and other sources of revenue.

**4. Relationship of Parties**

It is expressly understood that this is an Agreement between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent of County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

**5. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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.

**16. Insurance**

A. Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained and such insurance has been approved by the Director of the Human Services Agency and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be

given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

21) 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.

22) 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.

12) 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.

**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.

**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.

**Equal Benefits Ordinance Compliance**

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

E. Violation of the Non-Discrimination Provisions

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph; and/or
- b) Set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

**8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.



D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E. Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual, which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

## **9. Assignments and Subcontracts**

A. Without the written consent of the Director of the Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of the Human Services Agency or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

## **10. Records**

A. Contractor agrees to provide to County, any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine

compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

**11. Compliance with Applicable Laws**

A. All services shall be performed in accordance with all applicable federal, state, County and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, quality assurance, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment H, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. 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.

L. 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**

K. 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.

**Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Exhibit or Attachment, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

**14. Term and Termination of the Agreement**

U. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2003, through June 30, 2004.

V. 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.

**25. Notices**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

(11) In the case of County, to:  
San Mateo County Human Services Agency  
Alcohol and Other Drug Services  
400 Harbor Boulevard, Building C  
Belmont, CA 94002

(12) in the case of Contractor, to:  
YOUTH AND FAMILY ENRICHMENT SERVICES  
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: \_\_\_\_\_

YOUTH AND FAMILY ENRICHMENT SERVICES

\_\_\_\_\_  
Name, Title - Print

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**EXHIBIT A (Fee-For-Service Agreement)**  
**Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36**  
**And SB 223 Funded Alcohol and Drug Treatment Services**  
**YOUTH AND FAMILY ENRICHMENT SERVICES**  
**July 1, 2003 through June 30, 2004**

These alcohol and drug treatment services are funded through State SACPA/ Proposition 36 funds designated specifically to serve individuals who have plead guilty to an offense, and are referred to alcohol and drug treatment services by the SACPA/Proposition 36 Team. Contractor will comply with the Department of Alcohol and Drug Programs (ADP) Emergency Adoption of Chapter 2.5, commencing with Section 9500, Division 4, Title 9, California Code of Regulations Substance Abuse and Crime Prevention Act of 2000, and OMB Circulars A-87 and A-122. Contractor's basic

SACPA/Proposition 36 alcohol and drug treatment services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the standards outlined in the American Society of Addiction Medicine (ASAM) Patient Placement Criteria for the Treatment of Substance-Related Disorders. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. No services will be provided until the appropriate licensure and/or certification has been obtained.

Contractor will admit individuals, hereinafter referred to as “program participants”, who are referred by SACPA/Proposition 36 Team, to these services. The length of treatment will vary according to the specific need of each program participant. Contractor will provide the following services at mutually agreed upon location(s) in San Mateo County to individuals who are deemed eligible for SACPA/ Proposition 36 funded services:

**I. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES**

**A. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services for Program Participants with Co-occurring Disorders:**

Contractor’s basic outpatient treatment services for program participants with co-occurring disorders will also be available to individuals with co-occurring disorders as defined in Section III.C.1. of Attachment 6, and their families. Contractor will make services available six days per week including evenings and weekends. Contractor will provide the following basic outpatient treatment services for program participants with co-occurring disorders in English and Spanish:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, aftercare plan, urine screening, follow-up at 3- months and 9- months after intake for each program participant, and follow-up with Probation/Parole as required and requested.
2. Contractor’s basic outpatient treatment plan will include a minimum of 6 months of outpatient services including: 4 individual counseling sessions, 4 group sessions, 4 educational groups sessions, per month, per program participant.
3. Program focus will include sensitivity to special recovery issues for individuals with co-occurring disorders and taking prescribed psychotropic medications.
4. Curriculum will include: recovery process and relapse prevention, mental health and substance abuse treatment and education, HIV/AIDS, hepatitis B/C and other medical conditions affecting recovery status, relationship considerations, life skills and emotional regulation techniques and motivational enhancement strategies, domestic violence, and depression/anxiety/stress management/wellness coping skills, parenting skills, basic communication skills, recognizing negative thinking and errors in logic, recognizing high risk situations for alcohol and drug use and criminal thinking, assertiveness, coping and social skills development, problem solving, anger management, emotional

cycles of rehabilitation, understanding values and wellness, responsibility towards the community, reflection and review of attitudes and patterns, practical application of positive goal setting, introduction to community based support groups, development of values such as honesty, empathy, communication and trust, establishment of healthy boundaries and goal-setting within relationships, family dysfunction, family counseling sessions, and clean and sober socialization activities.

5. Access to ancillary services which may include: transportation, child care, linkage to the Family Self Sufficiency Team (FSST), family education/support groups, housing, HIV/AIDS testing and education, health and mental health care, literacy assistance and vocational training.
6. Contractor will coordinate with program participant's psychiatrist for consultation and medication maintenance.
7. Contractor will provide training to staff on how to effectively serve individuals with co-occurring disorders.

**B. SACPA/Proposition 36 Outpatient Alcohol and Drug Treatment Services**

Contractor will make services available six days per week including evenings and weekends. Contractor will provide the following basic outpatient treatment services in English and Spanish. Contractor's basic outpatient treatment services will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), treatment planning, aftercare plan, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic outpatient alcohol and drug treatment plan will include a minimum of 90 days of outpatient alcohol and drug treatment services, including 3 individual counseling sessions and 4 group counseling sessions per month, per program participant.
  3. Curriculum will include: recovery process and relapse prevention, mental health and substance abuse treatment and education, HIV/AIDS, hepatitis B/C and other medical conditions affecting recovery status, relationship considerations, life skills and emotional regulation techniques and motivational enhancement strategies, domestic violence, and depression/anxiety/stress management/wellness coping skills, parenting skills, basic communication skills, recognizing negative thinking and errors in logic, recognizing high risk situations for alcohol and drug use and criminal thinking, assertiveness, coping and social skills

development, problem solving, anger management, emotional cycles of rehabilitation, understanding values and wellness, responsibility towards the community, reflection and review of attitudes and patterns, practical application of positive goal setting, introduction to community based support groups, development of values such as honesty, empathy, communication and trust, establishment of healthy boundaries and goal-setting within relationships, family dysfunction, family counseling sessions, and clean and sober socialization activities.

4. Access to ancillary services including: health/mental health, legal services, vocational training, education, housing, employment, family therapy, and community support groups.

5. Case management services will be provided to assist program participants in obtaining linkages to other services including: health/mental health, legal services, vocational training, education, housing, employment, family therapy, and community support groups.

C. SACPA/Proposition 36 Alcohol and Drug Day Treatment Services:

Contractor's basic alcohol and drug day treatment services will be available to women with co-occurring disorders as defined in Section III.C.1. of Attachment 6, and their families. Contractor will make day treatment services available five days per week, including evening services. Contractor's basic day treatment services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), aftercare planning, urine screening, follow-up at 3-months and 9-months after intake for each program participant, and follow-up with Probation/Parole as required.
2. Contractor's basic day treatment plan will include a minimum of 90 days of day treatment services including: 3.6 individual counseling sessions, 28 group counseling sessions, 15.3 educational group sessions, per month, per program participant, and 6 months of aftercare. Contractor will also provide transportation services to and from program as needed for program participants.
  - a. Treatment cycles are 10 weeks of day treatment and 2 weeks of assessment/intake/transition.
3. Curriculum will include a structured program 5 ½ hours per day, 5 days per week, including: a dual focus on mental health and substance abuse treatment, recovery process and relapse prevention, and psycho-educational presentations. Psycho-educational groups will focus on substance abuse education, addiction and the family, coping with depression, relapse

prevention, HIV/AIDS, hepatitis B/C and other medical conditions affecting recovery status, relationship considerations, life skills and emotional regulation techniques, motivational enhancement strategies, domestic violence, anxiety/stress management/wellness and parenting skills, child development and parenting/family issues, grief and loss, trauma and violence, anger and relationship building.

4. Access to ancillary support services which may include: child care, linkages to the Family Self Sufficiency Team (FSST), housing, vocational education and training, legal support, 12-step meetings, HIV/AIDS testing and education, and medical/mental health services.

D. SACPA/Proposition 36 Substance Abuse Education and Intervention Services:

Contractor's basic substance abuse education and intervention services will be provided in English and Spanish, and will be offered during daytime and evening hours. Contractor's basic substance abuse education and intervention services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), addiction education and intervention, relapse prevention, aftercare planning, urine screening, and follow-up with Probation/Parole as required **and requested**.
2. Contractor's basic substance abuse education and intervention plan will include a minimum of 8 weeks of substance abuse education and intervention services, including 2 individual counseling sessions and 4 group counseling sessions per month, per program participant.
3. Curriculum will include: disease model of addiction, family dynamics, HIV/AIDS and hepatitis C, co-occurring disorders, orientation to self- help and community support groups, defense mechanisms, abstinence vs. non-abstinence and harm reduction, identification of the early warning sign of relapse, high risk substance use, skill building including: decision making, self evaluation, meaningful communication skills, relapse education, assertiveness skills, expression of feelings, problem solving and development of adaptive response/cognitive restructuring, cognitive/ behavioral relationships, psycho-education, development of values such as honesty, empathy, communication, and clean and sober socialization activities.
4. Access to ancillary services including: health/mental health, legal services, vocational training, education, housing, employment, family therapy, and community support groups.

II. SACPA/PROPOSITION 36 REFERRAL AND REIMBURSEMENT PROVISIONS



- A. Contractor will be reimbursed only for the actual services provided to SACPA/Proposition 36 program participants who are referred with a written referral and Addiction Severity Index (ASI) completed by an Alcohol and Drug Services Social Worker (in conjunction with the SACPA/Proposition 36 Team). Reimbursements will not be approved for any program participant treated who was not part of this formal referral process.
- B. Reimbursements will not be approved retroactively (i.e., program participant admitted before a written referral/approval and ASI). If a SACPA/Proposition 36 program participant needs to be transferred during the course of their care to a different program, due to clinical reasons, the treatment provider must submit a transfer request to the Alcohol and Drug Services Social Worker who will approve or disapprove the transfer of the program participant. At the discretion of the Alcohol and Drug Services Social Worker, the program participant may need to be reassessed by the Alcohol and Drug Services Social Worker.
- C. All payments under this Agreement must directly support services specified in this Agreement.

**III. SACPA/PROPOSITION 36 FUNDED ALCOHOL AND DRUG TREATMENT SERVICES PAYMENT RATES**

In full consideration of the SACPA/Proposition 36 funded alcohol and drug treatment services provided to individuals referred by the County, who lack necessary resources to pay for all, or part, of these services themselves, the aggregate amount County shall be obligated to pay for services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed ONE MILLION TWO HUNDRED FOUR THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$1,204,724). County payment to Contractor shall be consistent with Alcohol and Drug Program (ADP) Bulletin No. 01-17. County shall pay Contractor as follows:

- A. Treatment Service Rates:  
From the aggregate funds County shall pay Contractor at the rate of:
  - 7. \$44.50 per available staff hour for outpatient services.
  - 8. \$52.60 per available staff hour for outpatient services for program participants with co-occurring disorders.
  - 9. \$154.00 per treatment visit day for day treatment services for program participants with co-occurring disorders, which includes light snacks, recreational activities such as art therapy, or other types of day time activities (may also include transportation), for the term of the agreement; and
  - 10. \$40.35 per available staff hour for substance abuse education and intervention services;

- C. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these SACPA/Proposition 36 alcohol and drug treatment services.
- D. Contractor's monthly itemized bill will include the following:
  1. Name of program participants receiving SACPA/Proposition 36 funded services, modality (outpatient, outpatient for program participants with co-occurring disorders, day treatment for program participants with co-occurring disorders, and substance abuse education and intervention services), and name of referring SACPA/Proposition 36 team member for each program participant.
  2. Dates services were provided, and the number of individual counseling hours provided, broken down by program participant, and modality.
  3. Number of group counseling hours provided, by program participant, by modality, by funding source.
  4. Number of visit days provided for day treatment and intensive day treatment services, broken down by program participant, by funding source.
  5. Number of staff hours for alcohol and drug treatment services, by modality.
  6. Total amount of the bill for each month, by modality.
  7. Contractor will submit an itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

**VII. SB 223 FUNDED DRUG TESTING**

Contractor is eligible for reimbursement through SB 223 for substance abuse testing/urinalysis and other related costs for substance abuse testing of program participants in the SACPA/Proposition 36 funded programs. SB 223 services must be provided in accordance with the California Health and Safety Code requirements for the Substance Abuse Treatment and Testing Accountability (SATTA) program, and the revised County Plan for SACPA/ Proposition 36 services.

- A. SB 223 Drug Testing Methods:  
Drug testing typically means any procedure or protocol used to analyze body fluids or human tissue to determine whether a program participant is, or has recently been, using alcohol and/or other drugs. Drug testing

methods may include, but are not limited to, a urine test, a blood test, saliva test, and breath alcohol test.

B. Guidelines for Drug Testing:

1. Drug testing must be used as a treatment tool.
2. Drug testing results shall be given no greater weight than other aspects of the program participant's individual treatment program.
3. Drug testing shall be conducted in conjunction with treatment to enhance the effectiveness of the program participant's treatment program and help the program participant achieve success.
4. Drug testing results shall not be used as the basis for the imposition of new criminal charges.
5. A single drug test shall not be the sole basis for:
  - a) determining unamenability to treatment, or
  - b) revoking probation pursuant to Penal Code 1210.1(e)(3)(c).
6. Drug testing shall reflect the clinical needs of the program participant, based upon the individual's severity of abuse, progress in treatment and/or relapse potential, as determined by the counselor or counseling team.
7. Drug testing may be conducted on either a random basis or a regularly scheduled basis throughout the length of the program.

C. SB 223 Drug Testing Payment Rates:

In full consideration of the SB 223 funded drug testing services provided to individuals participating in the SACPA/Proposition 36 alcohol and drug treatment services, the aggregate amount County shall be obligated to pay for the services rendered under this Agreement and all other Agreements approved collectively by single resolution, shall not exceed SIXTY THOUSAND SIX HUNDRED SEVEN DOLLARS (\$60,607). County shall pay Contractor as follows:

3. From these funds County shall pay Contractor at a rate not to exceed THIRTY DOLLARS (\$30.00) per drug test including related costs. Contractor shall bill for actual costs only.
4. Contractor's monthly itemized bill will include:
  - a) Name of program participant receiving SB223 drug testing services and dates of drug testing provided.
  - b) Total number of staff hours provided for SB 223 drug testing services each month.

c) Total amount of the bill for SB 223 drug testing services for each month.

3. Contractor will submit itemized bill and invoice by the tenth (10<sup>th</sup>) day of the month following the month services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

### **EXHIBIT B**

## **Outcome Based Management and Budgeting Responsibilities YOUTH AND FAMILY ENRICHMENT SERVICES**

**July 1, 2003 through June 30, 2004**

### **XI. 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:

- 112. attend planning and informational meetings;
- 113. develop program performance and outcome measurements;
- 114. collect and submit data necessary to fulfill measurement requirements;
- 115. participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements;
- 116. participate in a review of performance and outcome information;  
and
- 117. comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

### **II. Human Services Agency's (HSA) Responsibilities**

- EE. provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- FF. issue and review OBM Implementation Guidelines; and
- GG. conduct review of performance and outcome information.

**ATTACHMENT 1**

**(Required only from Contractors who provide services directly to the public on County's behalf)**

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
  
- b.  employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
Person – Type or Print Name of 504

Youth and Family Enrichment Services  
Name of Contractor(s) - Type or Print Street Address or P.O. Box

\_\_\_\_\_  
CITY State Zip Code

I certify that the above information is complete and correct to the best of my knowledge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title of Authorized Official

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**ATTACHMENT 2**

**FINGERPRINTING COMPLIANCE**

**Agreement with**

**YOUTH AND FAMILY ENRICHMENT SERVICES**

**Alcohol and Drug Services**

- J. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.
  
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has or omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
  
- C. Contractor will maintain, and will make available to County upon request, a written fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. Such certification shall state that the individual has been fingerprinted, that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 3**  
**HIV/AIDS Services**  
**YOUTH AND FAMILY ENRICHMENT SERVICES**  
**July 1, 2003 through June 30, 2004**

- I. Contractor will provide the following HIV/AIDS services which are part of all Contractors' basic alcohol and drug treatment program(s):
  - A. Contractor's Director(s) of programs will attend administrator training provided jointly by the San Mateo County AIDS Program and the Human Services Agency's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
  - B. Contractor's staff will attend a minimum of two (2) hours of HIV update training specifically designed for counselors in alcohol and drug recovery programs. This requirement may be met by attendance at the San Mateo County AIDS Program in-service for alcohol and drug treatment staff, or equivalent training approved by the Alcohol and Drug Services Administrator. Seventy-five percent (75%) of Contractor's staff will receive this training.
  - C. Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS as a recovery issue, risk assessment and prevention education, culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change. Contractor must have up-to-date information readily available for participants on HIV testing and counseling, needle exchange programs and written information on HIV/AIDS and Hepatitis A, B and C. Contractor must also make access to condoms available to all program participants.
  - D. Contractor will consult with San Mateo County AIDS Program to determine the best way for the AIDS Program, or Contractor's staff trained by the AIDS Program, to deliver HIV/AIDS group education to program participants. HIV/AIDS group education for participants will occur monthly for two (2) hours, with participant attendance expected. Group education will be designed with recovery as a focus, and will include culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change.
  - P. Contractor will coordinate with the Alcohol and Drug Services Administrator, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

**ATTACHMENT 4**  
**Payment Procedures (Fee-For-Service Agreements)**  
**YOUTH AND FAMILY ENRICHMENT SERVICES**  
**July 1, 2003 through June 30, 2004**

**1. Final Settlement Payment**

Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**20. 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, 2004.

b. Contractor's final-year-end Cost Report may serve as Contractor's final budget revision upon approval of the Alcohol and Drug Services Administrator. Subject to Paragraph 3.E. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final/year-end Cost Report.

**3. Withholding Payment for Failure to Submit Reports**

County may withhold all or part of Contractor's monthly payment if Contractor fails to submit timely satisfactorily completed reports during the term of this Agreement or the term(s) of previous Agreements, including but not limited to:

- a. annual budget proposal;
- b. cost allocation plan;
- c. participant fee schedule;
- d. California Alcohol and Drug Data System (CADDs) participant records;
- e. quarterly revenue, expenditure and units of service reports;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports;
- h. monthly hours of staff availability reports (for services other than residential);
- i. quarterly narrative report;
- j. outcome objectives data/report;
- k. final/year-end Cost Report;
- l. Addiction Severity Index (ASI) at intake, 3 month and 9 month follow-up after intake; and



- m. capacity/utilization report to the state.

County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**4. Documentation Required for Payment**

- a. County shall pay Contractor within thirty (30) days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
- k. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**34. Procedures in the Event of Non-renewal of Agreement**

County shall provide Contractor with thirty (30) days notice of its intent not to renew this Agreement or to contract with Contractor for any of the modalities described in the Agreement in the following fiscal year, and County may withhold all or part of Contractor's final payment until:

118. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final Cost Report.

119. 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.

120. 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.

**35. 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, 2004.

**36. 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 (Fee-For-Service Agreements)**  
**YOUTH AND FAMILY ENRICHMENT SERVICES**  
**July 1, 2003 through June 30, 2004**

**XI. CONTRACTOR'S RESPONSIBILITIES**

**A. Reporting Requirements for Alcohol and Drug Treatment Services:**

1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten (10) calendar days after the end of each month.
  2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten (10) calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
  3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten (10) calendar days after the end of each quarter.
  4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected service levels. Submit quarterly narrative reports by the end of the month following each quarter.
- 21.** Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the Addiction Severity Index, (ASI). Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

## II. COUNTY'S RESPONSIBILITIES

- A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:
  121. monthly reports;
  2. financial reports such as annual budgets, cost allocation plans, and cost reports;
  3. quarterly expenses, revenues and units of service reports;
  4. quarterly narrative reports;
  5. outcome data/reports; and
  6. other requested reports.
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
  1. review of all pertinent participant records;
  2. appropriate interviews/discussions with participants served by Contractor;
  3. review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement;
  4. meet with appropriate program management and operations staff; and
  5. conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits herein. County will:
    - a. provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and

6. a County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
  - D. Provide ongoing technical assistance as needed.
  - E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CADDs and/or PADS forms to the State of California.

**ATTACHMENT 6**

**Program Specific Requirements (Fee-For-Service Agreements)  
YOUTH AND FAMILY ENRICHMENT SERVICES  
July 1, 2003 through June 30, 2004**

**I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  1. monthly Alcohol and Drug Treatment Provider's meetings; and
  2. other meetings as required by the County.
- B. Acknowledge the San Mateo County Alcohol and Drug Services and/or the County of San Mateo as a funding source on newly developed promotional materials. (Type size of acknowledgment should be in keeping with the text print size of the materials.)
- C. Subcontracting requirements:  
Pursuant to Paragraph 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Human Services Agency or her designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

**II. ADMINISTRATIVE REQUIREMENTS FOR TREATMENT PROGRAMS**

- A. Maintain alcohol and drug treatment program participant records that include the following:
  1. California Alcohol and Drug Data System (CADDs) form;
  2. intake form;

3. signed fee determination;
  4. re-determination of fee every twelve (12) months (except for residential treatment);
  5. medical history;
  6. social history;
  7. alcohol and drug history;
  8. presenting problem;
  9. completed Addiction Severity Index (ASI);
  10. recovery plan;
  11. progress notes;
  12. closure summary/discharge plan;
  23. documented quarterly review by consultant/supervisor;
  14. signed release of information as required;
  15. signed consent to treatment; and
  16. signed confidentiality agreement.
- B. Administer the ASI to all adult treatment program participants who were not assessed by the County via an ASI within thirty (30) days prior to admission to Contractor's program(s), as specified in the March 28, 2000 Addiction Severity Index memo and any addendums thereto from Alcohol and Drug Services. Submit outcome reports on data collected by the ASI as directed by the County Alcohol and Drug Services Administrator, or her designee.
- C. Make efforts to diversify program revenue sources.
- D. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- E. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
- F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination, which fee determination shall be based on a fee schedule approved by the County.
122. **Contractor will be in compliance with the DAISY (Drug and Alcohol Information System for You) Web-Based Application.**
21. **Contractor must participate and be in compliance with the Drug and Alcohol Information Systems for You (DAISY) system. DAISY is a centralized web-based application utilized by the County of San Mateo, Human Services Agency, Alcohol and Other Drug**

**Services to manage client and provider information. Compliance includes achieving minimum hardware and connectivity specifications, attending trainings offered by the County, entering contractor and client data into the DAISY system, and utilizing DAISY to store client information, facilitate referrals, manage contractor waiting lists, and generate reports. The County will provide technical assistance and offer trainings on a regular basis to contracted agencies. It is the Contractor's responsibility to ensure their staff attends the scheduled trainings. The ongoing ability to maintain compliance with DAISY is the responsibility of the Contractor.**

- 22. In connection with the DAISY system, the County and contractor will fully comply with all applicable laws, regulations and mandates governing Confidentiality of Alcohol and Drug Abuse Patient Records, including but not limited to 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts 160 & 164, and applicable sections of the California Health & Safety Code.**

### **III. PROGRAM CERTIFICATION**

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. Program Requirements:
  1. commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County;
  2. make use of available community resources, including recreational resources;
  3. operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location; and
  4. perform outreach activities to encourage individuals in need of alcohol and/or other drug services to receive these services.
- B. Underserved Populations Requirements:
  1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
    - k. 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:
  - 11. Definition of co-occurring disorder:
    - a. An individual is considered to have a co-occurring disorder if they have both a DSM-IV mental health diagnosis and a DSM-IV substance use disorder diagnosis. These diagnoses, along with assessment of current acuity of symptoms and behavioral management issues, will be considered when determining the appropriate level of care for each client.
  - 2. Protocol:
    - a. Category I - basic mental health issues and substance use disorders:
 

Examples would include most individuals diagnosed with Adjustment Disorders, Somatoform Disorders, Dysthymic Disorders and most Personality Disorders, who have some behavioral problems, in addition to the Substance Use Disorder(s). Such individuals may or may not be on medications.

b. Category II - complex mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Dissociative Disorders, Eating Disorders, Anxiety Disorders, Attention Deficit Disorders, Major Depressive Disorders that are not substance-induced, and some Personality Disorders with complex behavioral issues (such as some individuals with Borderline Personality Disorders), in addition to the Substance Use Disorder(s). Many, but not all, of these individuals may be on medications. In addition, some individuals in Category III who are stabilized on medications and who do not have significant behavioral problems may be in this category.

c. Category III - serious mental health issues and substance use disorders:  
Examples would include most individuals diagnosed with Schizophrenia, other Psychotic Disorders, Bipolar Disorders, severe Major Depressive Disorders, as well as individuals with very complex behavioral problems and Dissociative Disorders, Eating Disorders, and Borderline Personality Disorders, in addition to the Substance Use Disorder(s). Almost all of the individuals will be on medications.

Note: Individuals who have a diagnosis of Antisocial Personality Disorder, Mental Retardation, Learning Disorders, Autistic Disorders, Delirium, Dementia or Amnesic and other Cognitive Disorders and Substance Use Disorders, but none of the psychiatric diagnoses noted above, are considered to have a co-occurring disorder for the purposes of this protocol.

D. Administrative Requirements:

1. Allow San Mateo County Drug and Alcohol Advisory Board (DAAB) members to visit Contractor's program site(s) at a mutually agreed time. One (1) day advance notification will suffice when a member of the DAAB and the Alcohol and Drug Services Administrator, agree that an immediate visit is necessary.
2. Provide statistical information upon reasonable request of County.

E. Facility Requirements:

1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.



2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.

P. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
  - a. A conflict of interest policy applicable to all of Contractor's program 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.
    - 23) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.
  - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.

- e. Policies for maintaining participant records consistent with State and Federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 CFR Part 2 regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
  - 2) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
  - 24) Health and Safety Code Section 11812(c).
  - 4) **Health Insurance Portability and Accountability Act of 1996 ("HIPAA").**
- h. An abstinence-based prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
  - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale,

distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.

- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

- 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
- 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
- 3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
  - a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
    - 1) Any member of Contractor's governing board.
    - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
    - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
  - b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration than

would be paid for equivalent goods or services on the open market.

1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

2) If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

#### **IV. FISCAL CERTIFICATIONS**

In performing the services described in the Exhibits, Contractor shall perform the following services and abide by the following provisions:

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. below, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  - 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  - 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-128 and A-133.
- M. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.

1. Contractor will perform audit according to standard accounting practices.
  2. This expense is an allowable cost in Contractor's program budget.
  3. If County reasonably believes that the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives THREE HUNDRED THOUSAND DOLLARS (\$300,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-128 or A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
  2. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
  4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
  5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
  6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
  7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
  8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement.

Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.

- E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Human Services or her designee.
  - 1. County has the option to retain ownership of capital equipment purchased with contract funds.
- F. Contractor will spend no contract funds on fundraising.

**V. UNUSUAL INCIDENTS POLICY**

Contractor shall comply with Title 9, Section 10561 of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the Alcohol and Drug Services Administrator, within seven (7) calendar days of any unusual incident.

- K. Unusual incidents include, but are not limited to:
  - 1. summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes;
  - 2. the death by any cause of a person currently receiving services from Contractor's program(s);
  - 3. the death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency;
  - 4. situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel);
  - 5. serious personal injury; and
  - 6. serious property damage.

**ATTACHMENT 7**  
**COUNTY OF SAN MATEO**  
**Equal Benefits Compliance Declaration Form**

**I. Vendor Identification**

Name of Contractor: YOUTH AND FAMILY ENRICHMENT SERVICES



123. The official signing for Contractor certifies, to the best of his or her knowledge and belief, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement. The inability of a Contractor to certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded may result in denial of the contract. (Required by NNA Amendment 1 2002-03, Exhibit B, Paragraph I.)
124. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.
125. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
126. No state funds received under this contract will be used to assist, promote or deter union organizing.
127. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
128. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Amendment 1, Exhibit B, Paragraph M)

3. Confidentiality of Information:
- U. Contractor and any subcontractor that provides services covered by this contract shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-2, Part 2, Title 42 CFR; Welfare and Institutions Code (hereinafter referred to W&I), Section 14100.2; Section 11977 of the HSC; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.



- V. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-2, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.

(Required by NNA Amendment 1, Exhibit B, Paragraph O)

129. Nondiscrimination in Employment:

- U. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- V. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

(Required by NNA Amendment 1, Exhibit B, Paragraph P)

130. No state or federal funds shall be used by Contractor or any subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any subcontractors to provide direct, immediate or substantial support to any religious

activity. (Required by NNA Amendment 1, 2002-03, Exhibit B, Paragraph Q.4)

131. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Reference : Executive Order D-10-99 and Department of General Services Management Memo 00-02)

(Required by NNA Amendment 1, Exhibit B, Paragraph V)

17.If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to the state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

