



AGREEMENT BETWEEN
COUNTY OF SAN MATEO
AND
CALIFORNIA DETOXIFICATION PROGRAMS, INC.

For the period of
September 1, 2003 through June 30, 2004

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

**FEE-FOR-SERVICE AGREEMENT WITH
CALIFORNIA DETOXIFICATION PROGRAMS, 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, CALIFORNIA DETOXIFICATION PROGRAMS, 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 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.

3. Payments

A. Maximum Amount

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

1) ONE MILLION 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.

B. Rates, Amounts, and Terms of Payment

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

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachment 4 herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than 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.

D. Availability of Funds

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

E. Program Budget

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

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

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

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

F. Contract Re-negotiation

County shall notify Contractor of its intent to utilize the services of Contractor on or before February 15, 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.

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

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

4. Relationship of Parties

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

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

5. Hold Harmless

Contractor shall indemnify and save harmless 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.

B. Non-Discrimination - General

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

C. Non-Discrimination - Employment

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

D. Equal Benefits Ordinance Compliance

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

E. Violation of the Non-Discrimination Provisions

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

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

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

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

contract between Contractor and County.

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

8. Child Abuse Prevention, Reporting, and Fingerprinting Requirements

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

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

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

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

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

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

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

9. Assignments and Subcontracts

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

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

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

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

10. Records

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

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

11. Compliance with Applicable Laws

A. All services shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, 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.

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

C. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Entire Agreement

A. This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

B. This Agreement is not a representation or indication of subsequent funding or contracting for the services described herein. The levels of services and payments set forth in this Agreement are not necessarily inclusive of start-up costs, or computed on an annualized basis.

13. Interpretation and Enforcement

A. Controlling Law

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

B. Meet and Confer/Mediation

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

14.

A. Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 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:
California Detoxification Programs, Inc.
1111 Market Street, Fourth Floor
San Francisco, CA 94103

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: _____

CALIFORNIA DETOXIFICATION PROGRAMS, INC.

JASON KLETTER, President

Name, Title - Print

Signature

Date: 9/22/03

EXHIBIT A (Fee-For-Service Agreement)
Substance Abuse and Crime Prevention Act (SACPA)/Proposition 36
Funded Alcohol and Drug Methadone Maintenance and Detoxification Services
CALIFORNIA DETOXIFICATION PROGRAMS, INC.
September 1, 2003 through June 30, 2004

Contractor will provide Outpatient Methadone Maintenance and Methadone Detoxification services in accordance with the provisions of all of the Methadone applications and licensing requirements, and will comply with the California Code of Regulations, Title 9 requirements, which apply to all Methadone programs licensed and certified to provide Methadone services. Contractor will also comply with all state and federal Methadone regulations. Contractor will admit eligible individuals, hereinafter referred to as "program participants", referred by SACPA/Proposition 36 Team to these services. The length of treatment will vary according to individual needs, but a maximum of eighteen months of services will be provided for each program participant.

I. SACPA/PROPOSITION 36 FUNDED OUTPATIENT METHADONE MAINTENANCE SERVICES

Contractor will provide the following services to individuals who are deemed eligible for SACPA/Proposition 36 funded services. Outpatient Methadone Maintenance (OMM) services shall include, evaluation, treatment planning, medical supervision, urine drug screening, physician and nursing services, counseling and provision of Methadone as prescribed by a physician to alleviate the symptoms of withdrawal from opiates. Program participants will receive a maximum of eighteen months of Methadone Maintenance dosing.

A. SACPA/Proposition 36 Outpatient Methadone Maintenance Service Description:

The following services will be provided to each program participant as part of the basic Outpatient Methadone Maintenance Services:

1. An intake assessment (utilizing the Addiction Severity Index [ASI]), will include a comprehensive medical examination, patient interview, patient orientation, and review of all program documents, including but not limited to, consent forms, patient rights, and responsibilities, and request for reasonable accommodation. The first medically observed Methadone dose will be administered only after the program participant successfully completes the intake process.
2. ASI follow up will be provided at three (3) months and nine (9) months after intake for each program participant.
3. Ongoing Outpatient Methadone Maintenance services will include daily methadone dosing, medical services, urine screening,

addiction education and intervention, aftercare planning, follow-up for each program participant, and follow-up with Probation/Parole as required and requested.

4. Based on individual need, a minimum of fifty (50) minutes of individual counseling each month to address recovery issues including: denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, parenting skills, and family socialization activities.
5. Access to ancillary support services which 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.
6. Discharge planning during the first two to three months of a treatment episode will be provided to establish timelines to assist each program participant with achieving treatment goals and objectives. A discharge planning worksheet will be used to survey the needs, expectations, resources, fears and plans for life after treatment.
7. Travel assistance will be provided to program participants who request it. A differential rate is defined in Section V. A. 2. of this exhibit for the travel assistance.

II. SACPA/PROPOSITION 36 FUNDED TWENTY-ONE (21) DAY OUTPATIENT METHADONE DETOXIFICATION SERVICES

Contractor's 21 Day Methadone Outpatient Detoxification Services will utilize a regimen of decreased dosing of Methadone in conjunction with counseling and medical services to reduce withdrawal symptoms and risks associated with opioid dependence. The central purpose of these services as defined by the Contractor is to provide short term medical and counseling services as a means to assess a program participant's immediate needs including addiction patterns, physical and mental health status and to make necessary referrals to services. The maximum duration of these services is twenty-one (21) days.

A. SACPA/PROPOSITION 36 Funded Twenty-One (21) Day Methadone Outpatient Detoxification Service Description:

The following services will be provided to each program participant as part of the Contractor's Methadone Outpatient Detoxification Services:

1. An intake assessment (utilizing the Addiction Severity Index [ASI]), which will include a comprehensive medical examination, patient

interview, patient orientation, and review of all program documents, including but not limited to, consent forms, patient rights, and responsibilities, and request for reasonable accommodation. The first medically observed Methadone dose will be administered only after the program participant successfully completes the intake process.

2. Stabilizing dosing of Methadone during the first week of treatment.
3. Medically monitored taper off Methadone dosing after the first week of treatment.
4. Substance abuse counseling two (2) times a week per each program participant.
5. Travel assistance will be provided to program participants who request it. A differential rate is defined in Section V. A. 2. of this exhibit for the travel assistance

III. **SACPA/PROPOSITION 36 FUNDED LONG TERM METHADONE OUTPATIENT DETOXIFICATION SERVICES**

Contractor's Long Term Methadone Detoxification Services will utilize a regimen of decreased dosing of Methadone in conjunction with counseling and medical services to reduce withdrawal symptoms and risks associated with opioid dependence. The central purpose of these services as defined by the Contractor is to provide short term medical and counseling services as a means to assess a program participant's immediate needs including addiction patterns, physical and mental health status and to make necessary referrals to services. These services shall be provided to program participants for a minimum of twenty-two (22) and a maximum of one hundred-eighty (180) days.

A. **SACPA/Proposition 36 Funded Long Term Outpatient Methadone Detoxification Service Description:**

The following services will be provided to each program participant as part of the Contractor's Long Term Methadone Outpatient Detoxification Services:

1. An intake assessment (utilizing the Addiction Severity Index [ASI]), which will include a comprehensive medical examination, patient interview, patient orientation, and review of all program documents, including but not limited to, consent forms, patient rights, and responsibilities, and request for reasonable accommodation. The first medically observed Methadone dose will be administered only after the program participant successfully completes the intake process.

2. ASI follow up will be provided at three (3) months and nine (9) months after intake for each program participant.
3. Stabilizing dosing of Methadone.
4. Medically monitored taper off Methadone dosing.
5. The development of an initial treatment plan in cooperation with their counselor. The plan shall address the short term goals and objectives for the program participant during the course of treatment.
6. The development of a subsequent treatment plan in cooperation with their counselor. The plan shall incorporate the patient's progress, needs, amended goals and plans for the duration the treatment program, and goals and objectives for after discharge from the program.
7. Substance abuse counseling two (2) times a week per each program participant for the first month in the program and a minimum of fifty minutes per month thereafter.
8. Travel assistance will be provided to program participants who request it. A differential rate is defined in Section V. A. 2. of this exhibit for the travel assistance

IV. **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.

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

In full consideration of the SACPA/Proposition 36 funded outpatient Methadone Maintenance services and Methadone Detoxification services provided to program participants 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 Outpatient Methadone 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. **Outpatient Methadone Maintenance Service Rates:**
County shall pay Contractor at the rate of:

1. \$9.58 per daily dose of Methadone for Methadone Maintenance Services. This rate includes the County portion of payment for all services provided to program participants as outlined in this exhibit.
2. \$11.08 per daily dose of Methadone for Methadone Maintenance Services as a differential rate that includes travel assistance when provided. This rate includes the County portion of payment for all services provided to program participants as outlined in this exhibit.
3. \$14.05 per unit of Individual Counseling provided. One (1) unit of Individual Counseling is defined as one (1) ten (10) minute increment. This rate applies only to Individual Counseling services provided as part of Methadone Maintenance Services.
4. \$14.60 per daily dose of Methadone for days one (1) through seven (7) for Twenty-One (21) Day Methadone Detoxification Services. This rate includes the County portion of payment for all services provided to program participants as outlined in this exhibit.
5. \$16.10 per daily dose of Methadone for days one (1) through seven (7) for Twenty-One (21) Day Methadone Detoxification Services as a differential rate that includes travel assistance when provided. This rate includes the County portion of payment for all services provided to program participants as outlined in this exhibit.

6. \$9.29 per daily dose of Methadone for days eight (8) through twenty-one (21) for Methadone Detoxification Services. This rate includes the County portion of payment for all services provided to program participants as outlined in this exhibit.
 7. \$10.79 per daily dose of Methadone for days eight (8) through twenty-one (21) for Methadone Detoxification services as a differential rate that includes travel assistance when provided. This rate includes the County portion of payment for all services provided to program participants as outlined in this exhibit.
 8. \$12.00 per daily dose of Methadone for days twenty-two (22) through one hundred eighty (180) for Methadone Detoxification Services.
 9. \$13.50 per daily dose of Methadone for days twenty-two (22) through one hundred eighty (180) for Methadone Detoxification services as a differential rate that includes travel assistance when provided. This rate includes the County portion of payment for all services provided to program participants as outlined in this exhibit.
- 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 Methadone Maintenance Service Rates) 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 staff hours for Methadone treatment services, by modality.
 4. Number of treatment milligrams dispensed per treatment modality.
 5. Total amount of the bill for each month, by modality.
 7. Contractor will submit an itemized bill and invoice by the tenth (10th) 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
CALIFORNIA DETOXIFICATION PROGRAMS, INC.
SEPTEMBER 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.

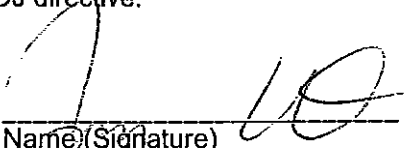
II. **Human Services Agency's (HSA) Responsibilities**

- 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 2

**FINGERPRINTING COMPLIANCE
Agreement with
CALIFORNIA DETOXIFICATION PROGRAMS, INC.
For
Alcohol and Drug Treatment Services**

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


Name (Signature)

President
Title

9/22/03
Date

ATTACHMENT 3
HIV/AIDS Services
CALIFORNIA DETOXIFICATION PROGRAMS, INC.
SEPTEMBER 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 who are involved with providing services to San Mateo County clients 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)
CALIFORNIA DETOXIFICATION PROGRAMS, INC.
SEPTEMBER 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

- a. 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.
- b. Contractors audit may serve as the 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 at the year's end.

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 units of service reports addressing the units of service defined in Exhibit A of this Agreement;
- f. monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
- g. monthly units of service reports addressing the units of service defined in Exhibit A of this Agreement;
- h. quarterly narrative report;
- i. outcome objectives data/report;
- j. Addiction Severity Index (ASI) at intake, and 3 and 9 month follow-up after intake for Methadone Maintenance Services and Long Term detoxification services; and

- k. 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 of Contract Termination by Contractor**
- 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)
CALIFORNIA DETOXIFICATION PROGRAMS, INC.
September 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 Units of Service reports outlining units of service provided as defined in Exhibit A of this Agreement 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;
 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)
CALIFORNIA DETOXIFICATION PROGRAMS, INC.
September 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;
 - 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 that would be paid for equivalent goods or services on the open market.

- 1) If the Alcohol and Drug Services Administrator, reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.
- 2) If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will describe intention to withhold payment with justification in writing to Contractor.

IV. FISCAL CERTIFICATIONS

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

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

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

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

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

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

V. **UNUSUAL INCIDENTS POLICY**

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

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

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

I. Vendor Identification

Name of Contractor: CALIFORNIA DETOXIFICATION PROGRAMS, INC.

Contact Person: JASON KLETTER

Address: 111 MARKET ST

Phone Number: 415 552-7914 EXT. 113

Fax Number: 415 552-3455

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.

J. Kletter Signature JASON KLETTER Name (Please print)

President

Title

9/22/03

Date

ATTACHMENT 8
Additional Negotiated Net Amount (NNA) Requirements
CALIFORNIA DETOXIFICATION PROGRAMS, INC.
September 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 HSA; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
 - B. Contractor shall ensure that no list of persons receiving services under this contract is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 90 dd-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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID HB
ADDIC-1

DATE (MM/DD/YYYY)
09/22/03

PRODUCER
Harry Bowers Insurance Agency
1330 Arnold Drive Suite 147
Martinez CA 94553
Phone: 925-228-6300 Fax: 925-228-6336

INSURED
Addiction Research & Treatment
California Detoxification Prog
& BAART, a Non Profit
1111 Market St 4th Floor
San Francisco CA 94103

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Safeco Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENT. AGGREGATE LIM'T APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRC. JECT <input type="checkbox"/> LOC	CP7781164A	03/01/03	03/01/04	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/CP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CP7781164A	03/01/03	03/01/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WORKERS COMPENSATION LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Malpractice	HCM7781164A	03/01/03	03/01/04	Occurrence 1,000,000 Aggregate 3,000,000

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

County & it's officers, agents, employees, & servants shall be named as an additional insured, insurance shall be primary

CERTIFICATE HOLDER

San Mateo County Human Service Agency, Alcohol & other Drug Services
400 Harbor Blvd # C
Belmont CA 94002

SANMA-1

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Harry Bowers 

See summary Heck

**SAN MATEO COUNTY
MEMORANDUM**

DATE: 9/23/2003

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

FROM: *Ernie Bednar* Ernie Bednar, Human Services Contracts
FAX: (650) 596-3478 PONY: HSA210

SUBJECT: **Contract Insurance Approval**

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

CONTRACTOR NAME: California Detoxification Programs, Inc.

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: More than one

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Alcohol and drug treatment services

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General i	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$2M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$Statutory	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

need proof of workers' comp coverage.

Priscilla Morse
Risk Management Signature

9-24-03
Date