

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
YOUTH AND FAMILY ENRICHMENT SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 20_____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Youth
and Family Enrichment 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 thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose
of providing dual diagnosis nonresidential treatment and aftercare services for the San Mateo
County Juvenile Drug Court Expansion Project.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference
herein:

Exhibit A—Program/Project Description
Exhibit B—Method and Rate of Payment
Exhibit C—Outcome Based Management Responsibilities
Attachment I—§504 Compliance
Attachment II—Fingerprinting
Attachment III—Program Specific Requirements
Attachment IV—Monitoring Procedures
Attachment V—Equal Benefits Ordinance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall
perform services for County in accordance with the terms, conditions and specifications set
forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **Four Hundred Fifty Thousand Dollars**, (\$450,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 30, 2005 through September 29, 2008.

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. 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. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The 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, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's 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** The 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 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$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.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped 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 Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;

- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to 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 30 days of such filing, provided that within such 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.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

12. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine 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.

13. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. 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.

15. Notices

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

In the case of County, to:

County of San Mateo Alcohol and Other Drug Services
Paula Nannizzi, Human Services Analyst
400 Harbor Boulevard, Building C
Belmont, CA 94002

In the case of Contractor, to:

Youth and Family Enrichment Services
Robert Rybicki, Executive Director
610 Elm Street #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: _____
Jerry Hill, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Youth and Family Enrichment Services
Robert Rybicki, Executive Director
610 Elm Street #212
San Carlos, CA 94070

Contractor's Signature

Date: _____

EXHIBIT A
Program/Project Description

**Center for Substance Abuse Treatment (CSAT) Funded Alcohol and Drug
Treatment Services G.I.R.L.S. Plus Program**

**YOUTH AND FAMILY ENRICHMENT SERVICES
September 30, 2005 through September 29, 2008**

Contractor will provide the following services to individuals, hereinafter referred to as "program participants", who meet the criteria for dual diagnosis nonresidential treatment and aftercare services. Contractor will provide the following dual diagnosis nonresidential treatment and aftercare services as a condition of participation in the San Mateo County Juvenile Drug Court Expansion Project, also known as G.I.R.L.S. Plus. Contractor's services must be consistent with the State Alcohol and Drug Program (ADP) Certification Standards, and must meet the requirements outlined in the Juvenile Drug Court Expansion Project proposal dated September 7, 2005. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Services are dedicated to program participants who are not in custody and reside in the community. All payments under this Agreement must directly support services specified in this Agreement.

I. PHASE II AND III CENTER FOR SUBSTANCE ABUSE TREATMENT (CSAT) FUNDED DUAL DIAGNOSIS NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES AND AFTERCARE FOR FEMALE PROGRAM PARTICIPANTS WHO RESIDE IN THE COMMUNITY

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

A. Phase II and III Units of Service:

1. Admit to Contractor's dual diagnosis nonresidential treatment services a minimum of two hundred twenty eight (228) female program participants who meet the criteria as identified through the San Mateo County Juvenile Drug Court Expansion Project and have satisfied the in-custody or out-of-home requirements of the Court.
2. Contractor will provide a minimum of twelve thousand seven hundred thirty two (12,732) hours of staff availability dedicated to dual diagnosis nonresidential treatment and aftercare services, including face-to-face contacts,

preparation time, record keeping, case consultation and team collaboration.

- 3 Contractor will attend all pertinent case conferences and/or Juvenile Drug Court Expansion project meetings for each program participant when requested.
4. Contractor will coordinate and facilitate access to community services which will include: Job skills assessments and training, age appropriate twelve-step meetings, health care clinics and additional mental health support and recreational activities. These services will be coordinated and facilitated by a paraprofessional who is hired by the program. Further duties of the paraprofessional include frequent client contact to ensure the client is stabilized and participating in care planning and crisis intervention as needed.

B. Phase II Nonresidential Treatment Services:

Contractor's basic Phase II Nonresidential Treatment Services shall include:

1. Substance Abuse treatment utilizing a modified Cannabis Youth Treatment (CYT) model as specified in the grant application.
2. Contractor will provide a minimum of 5 hours per week of nonresidential services for the first 8 weeks as follows:
 - One weekly two hour group
 - One individual counseling session
 - One weekly two hour Multi-family group
3. After completion of the first 8 weeks, contractor will provide 3 hours per week of nonresidential services as follows:
 - One weekly two hour group
 - One individual counseling session

C. Phase III Nonresidential Treatment Services Aftercare

After a minimum of three (3) months participation in Phase II Dual Diagnosis Nonresidential treatment services, program participants will enter twelve (12) months of aftercare, which will include the following Services:

1. One weekly 2 hour peer support group, and/or one weekly individual counseling session for each program participant.

D. Additional Services

1. Additional services will include peer support services, social and recreational activities, and cultural programming.
2. Educational curriculum that will include the following topics: Early recovery skills, body image, life skills, family relationships, traumatization/retraumatization, sex roles and sexual exploitation, problem solving, communication, peer relationships, and cultural pressures.
3. Contractor will provide random and frequent chemical testing and provide progress reports to Probation in regards to positive or negative chemical tests.

E. Data Collection:

1. Government Performance and Results Act tool (GPRA)
 - a. One hundred percent (100%) of program participants will have the GPRA tool administered to them at intake.
 - b. A minimum of eighty percent (80%) of program participants will receive GPRA follow up at three (3) months and six (6) months after intake and at Discharge.
 - c. GPRA data will be stored in a separate locked location. Program staff will enter GPRA data into the CSAT Web System no later than seven (7) days after the completion of the GPRA.
2. Global Assessment of Individual Need Instrument (GAIN)
 - a. One hundred percent (100%) of program participants will have the GAIN administered to them at intake.
 - b. A minimum of eighty percent (80%) of program participants will receive GAIN follow up at three (3) months and at six (6) months after intake.

EXHIBIT B
Method and Rate of Payment

YOUTH AND FAMILY ENRICHMENT SERVICES
CSAT G.I.R.L.S. Plus Program
September 30, 2005 through September 29, 2008

I. CSAT FUNDED SAN MATEO COUNTY JUVENILE DRUG COURT
G.I.R.L.S. PROGRAM NONRESIDENTIAL TREATMENT AND
AFTERCARE SERVICES, PAYMENTS

In full consideration of the services provided by Contractor pursuant to this Agreement, and subject to the provisions County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Human Services Agency or his/her designee: County shall pay Contractor no more than the maximum Contract obligation of FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000) over the term of this Agreement. The funding for the program is as follows:

- a. Between September 30, 2005 and June 30, 2006, not to exceed a total of \$112,500 (ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS).
 1. The monthly rate of payment is TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500) per month. The monthly rate of payment is determined by dividing funding into nine (9) equal monthly payments (\$112,500.00 divided by 9 = \$12,500).
- b. Between July 1, 2006 and June 30, 2007, not to exceed a total of \$150,000, (ONE HUNDRED FIFTY THOUSAND DOLLARS).
 1. The monthly rate of payment is TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500) per month. The monthly rate of payment is determined by dividing funding into twelve (12) equal monthly payments (\$150,000 divided by 12 = \$12,500).
- c. Between July 1, 2007 and June 30, 2008, not to exceed a total of \$150,000 (ONE HUNDRED FIFTY THOUSAND DOLLARS).
 1. The monthly rate of payment is TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500) per month. The monthly rate of payment is determined by dividing funding into twelve (12) equal monthly payments (\$150,000 divided by 12 = \$12,500).

d. Between July 1, 2008 and September 29, 2008, not to exceed a total of \$37,500 (THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS).

1. The monthly rate of payment is TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500) per month. The monthly rate of payment is determined by dividing funding into three (3) equal monthly payments ($\$37,500 \div 3 = \$12,500$).

EXHIBIT C
OUTCOME BASED MANAGEMENT RESPONSIBILITIES

Youth and Family Enrichment Services
CSAT Funded G.I.R.L.S. Program
September 30, 2005 through September 29, 2008

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 I

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) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree 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

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.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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 II
FINGERPRINTING COMPLIANCE

YOUTH AND FAMILY ENRICHMENT SERVICES
CSAT Funded G.I.R.L.S. Program
September 30, 2005 through September 29, 2008

- 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 III
PROGRAM SPECIFIC REQUIREMENTS

YOUTH AND FAMILY ENRICHMENT SERVICES

CSAT G.I.R.L.S. PROGRAM

September 30, 2005 through September 29, 2008

I. General Administrative Requirements

- A. Attend each of the following meetings:
 - 1. Monthly Alcohol and Drug Prevention Provider's meetings.
 - 2. Other meetings as required by the County.

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

- C. Subcontracting requirements:
 - 1. Pursuant to Paragraph 8 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.
 - a. All subcontracts are subject to pre-approval by the State of California Department of Alcohol and Drug Programs (DADP) of Subcontract Workplan and Line-Item Budget.

II. Administrative Requirements for Prevention Programs

- A. Maintain service delivery documentation for all direct services that will include, but not be limited to the following:
 - 1. Sign-in sheets;
 - 2. Activity logs;
 - 3. Documentation of referral criteria, evaluation materials, and reports pertaining to program activities;

4. All documentation necessary to report on progress toward outcome objectives of services as specified in Exhibit A; and
 5. Other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.
- B. Administer alcohol and drug prevention program surveys and participate in other program evaluation efforts as directed by the Alcohol and Drug Services Administrator or her designee.

III. **Program Certification**

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

A. Program Requirements:

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

B. Underserved Populations Requirements:

1. Work collaboratively with the County to provide outreach activities and prevention 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.

2. Demonstrate a commitment, in good faith, to recruit and retain program staff who can communicate with and relate to the populations served.
3. Assure that Contractor's program staff receives training that addresses the prevention issues and approaches relevant to the special and/or underserved populations served.

C. Administrative Requirements:

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

D. Facility Requirements:

1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans With Disabilities Act (ADA), as applicable.
2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.
3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.

E. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including requirements of the County's Safe and Drug Free Schools Grant Agreements SDF03-05 and SDF03-12 with the DADP.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:

- a. A conflict of interest policy applicable to all of Contractor's program's employees, which includes, but is not limited to, financial conflict of interest.
- b. Personnel policies that discuss the following:
 - 1) Criteria regarding employment of disabled people, including recovering alcohol and drug abusers, for each position, including the minimum length of recovery required for each position.
 - a) Include criteria regarding the employment of current program participants.
 - 2) Criteria describing the required academic and/or experiential background of Contractor's program's treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, and disorientation.
- c. Program eligibility standards and policies and procedures for admission to and termination from the program.
- d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
- e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
 - 1) 42 Code of Federal Regulation (CFR) regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.

- 2) Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 45CFR pts. 160&164, and applicable sections of the California Health and Safety Code.
 - 3) 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).
- h. A prevention philosophy by which Contractor will maintain program structure, operation, and staffing.
- 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor’s program (unless otherwise agreed upon in writing by the Alcohol and Drug Services Administrator).
 - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
 - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.
- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

F. Conflict of Interest Requirements:

1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
 - a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
 - 1) Any member of Contractor's governing board.
 - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
 - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
 - b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.
4. If the Alcohol and Drug Services Administrator reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.
5. If Contractor does not cooperate with any of the provisions of Paragraphs 1 through 4 of this Section, County may withhold payment subsequent to Contractor's non-cooperation. County will

describe intention to withhold payment with justification in writing to Contractor.

IV. **Fiscal Certifications**

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph IV.A.2. of this Attachment, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
 - 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
 - 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular No. A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
 - 1. Contractor will perform audit according to standard accounting practices.
 - 2. This expense is an allowable cost in Contractor's program budget.
 - 3. If County reasonably believes that governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.

- D. If Contractor receives FIVE HUNDRED THOUSAND DOLLARS (\$500,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. 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 (2003 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
 3. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two (2) year period.
 4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
 5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
 6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.
 7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
 8. Contractor will submit a copy of the audit report to County no later than ninety (90) days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.
- E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of the Human Services Agency or her designee.
1. County has the option to retain ownership of capital equipment purchased with contract funds.

F. Contractor will spend no contract funds on fundraising.

V. **Unusual Incidents Policy**

Contractor shall comply with Title 9, section 10561 (b) (1) of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the County Alcohol and Drug Services Administrator or designee, within seven (7) calendar days of any unusual incident.

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

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
2. The death by any cause of a person currently receiving services from Contractor's program(s).
3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this agreement with the County (Including administrative or key staff changes). All administrative and key staff changes should be reported to Alcohol and Drug Services. Notifications should include new staff's name, address, and qualifications.
5. Serious personal injury.
6. Serious property damage.
7. All cases of communicable diseases reported under section 2502 of title 17 of California Code of Regulation (CCR), shall be reported to the local health officer in addition to Alcohol and Drug Services.

ATTACHMENT IV
MONITORING PROCEDURES

YOUTH AND FAMILY ENRICHMENT SERVICES
CSAT G.I.R.L.S. PROGRAM
September 30, 2005 through September 29, 2008

I. Contractor's Responsibilities

A. Reporting Requirements for Alcohol and Drug Prevention Services

1. Submit to County quarterly activity and narrative reports for prevention services describing actual delivery of services provided. Reports are due on April 21, 2006; July 21, 2006; October 21, 2006; January 21, 2007; April 21, 2007; July 21, 2007; October 21, 2007; and January 21, 2008 for the preceding quarter.
4. Submit to Alcohol and Drug Services any alcohol and drug prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator or her designee.

II. County's Responsibilities

A. A County program liaison will monitor the submission of all correspondence required in this Agreement, including, but not limited to:

1. Quarterly activity and narrative reports;
2. Financial reports such as annual budgets and budget revisions;
3. Quarterly claims;
4. Outcome data/reports; and
5. Other requested reports.

B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:

1. Review all pertinent participant records.
2. Conduct appropriate interviews/discussions with participants served by Contractor.

3. Review and monitor all correspondence and reports submitted by Contractor related to Contractor's services provided under this Agreement.
 4. Meet with appropriate program management and operations staff.
 5. Conduct site visit(s) to Contractor's program(s) at least once per program year during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
 - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
 6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Alcohol and Drug Services will convene quarterly meetings of the Youth Development Partnership Steering Committee for this project.
- E. Provide ongoing technical assistance as needed.