



**FLAT RATE AGREEMENT BETWEEN
COUNTY OF SAN MATEO**

AND

FREE AT LAST

for

**ALCOHOL AND DRUG TREATMENT AND PREVENTION
SERVICES**

For the period of

7/1/2006 to 6/30/2007

Contact Person: Nannizzi, Paula
Telephone number: (650) 802-6468

<u>CONTRACT AMOUNT</u>	\$432,529	<u>CONTRACT TERM</u>	
		Start Date :	7/1/2006
		End Date :	6/30/2007
<u>COUNTY REPRESENTATIVE</u>		<u>CONTRACTOR REPRESENTATIVE</u>	
Director, Substance Abuse and Shelter Services		Gerardo Barragan, Acting CEO	
400 Harbor Blvd., Bldg C		1796 Bay Road	
Belmont, CA 94002		East Palo Alto, CA 94303	

FLAT RATE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND FREE AT LAST FOR ALCOHOL AND DRUG TREATMENT AND PREVENTION SERVICES

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Free at Last 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; and

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

WHEREAS, both parties now wish to enter into an Agreement, to provide services for FY 2006-07 for the period of 7/1/2006 to 6/30/2007, for a total obligation of \$432,529.

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

1. Exhibits

The following exhibits are attached hereto and incorporated by reference herein:

- Exhibit A: Description of Services - State Negotiated Net Amount (NNA) Funded Alcohol and Drug Treatment Services and Payments
- Exhibit B: Description of Services - State Negotiated Net Amount (NNA) Funded Alcohol and Drug Prevention Services and Payments
- Exhibit C: Description of Services - County Funded Alcohol and Drug Treatment Services and Payments
- Exhibit D: Description of Services - Driving Under the Influence Programs and Payments
- Exhibit E: Outcome Based Management (OBM)

Exhibit P: Rates of Payment

Attachment 1: Assurance of Compliance with Section 504
Attachment 2: Fingerprinting Compliance
Attachment 3: HIV/AIDS Services
Attachment 4: Payment and Monitoring Procedures
Attachment 5: Program Specific Requirements
Attachment 6: Equal Benefits Compliance Declaration Form
Attachment 7: 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 the 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 and Attachments herein, the amount that County shall pay for services rendered under this Agreement shall not exceed FOUR HUNDRED AND THIRTY TWO THOUSAND FIVE HUNDRED AND TWENTY NINE DOLLARS [\$432,529] 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 designee, and shall not be binding on County unless so approved in writing. In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Director of the Human Services Agency or designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, he or 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 Attachments herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the tenth (10th) day of each month.

The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

4. Program Budget

- A. 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.

- B. 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:
 - 1. 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.

 - 2. 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. In the event the Director of the Human Services Agency or designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, he or she may require a re-negotiation of the Agreement.

5. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from 7/1/2006 through 6/30/2007.

This Agreement may be terminated by Contractor, the Human Services Agency Director or designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party. This Agreement may be terminated by the Human Services Agency Director or designee immediately and without notice if such termination is for good cause. For the purposes of this Agreement, "good cause" shall mean a material breach of the Agreement. Nothing in this provision shall prevent the County from terminating the Agreement as specified in other provisions hereto including, but not limited to, termination due to the unavailability of funds (Section 6), the Contractor's unauthorized assignment of the Agreement to a third-party (Section 12), the Contractor's failure to take out and maintain adequate insurance (Section 13), and/or the Contractor's failure to comply with anti-discrimination or other laws (Sections 14-15).

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.

6. 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.

7. [TEXT DELETED BY PARTIES BUT SECTION RESERVED FOR NUMBERING PURPOSES]

8. 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.

9. 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 9.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 9.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 9.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.

10. 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.

11. Hold Harmless

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

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

12. 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.

13. 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) **Workers' 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 Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and 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 or 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 or 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.

14. 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 "1," 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.

15. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors 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.* For Contracts over \$100,000, 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.

16. Retention of Records, Right to Monitor and Audit

- (a) Contractor shall maintain all required records for five (5) 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.

17. Merger Clause

This Agreement, including the Exhibits and Attachments 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.

18. 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.

19. Meet and Confer/Mediation

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

20. Notices

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

In the case of County, to: County of San Mateo Director, Substance Abuse and Shelter Services 400 Harbor Boulevard, Building C Belmont, CA 94002	In the case of Contractor, to: Free at Last Gerardo Barragan, Acting CEO 1796 Bay Road East Palo Alto, CA 94303
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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this Agreement.

COUNTY OF SAN MATEO

By: _____

Jerry Hill
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

FREE AT LAST

By: Gerardo Barragan, Acting CEO
Print Name & Title

Signature

Date: _____

EXHIBIT A - DESCRIPTION OF SERVICES
State Negotiated Net Amount (NNA) Funded
Alcohol and Drug Treatment Services and Payments
(FLAT RATE AGREEMENT)
Free at Last
July 1, 2006 through June 30, 2007

Contractor will provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will admit individuals, hereinafter referred to as "program participants" to these services. All San Mateo County residents will have priority for admission over all other people who are waiting to be admitted to Contractor's State NNA funded alcohol and drug treatment programs. All payments under this Agreement must directly support services specified in this Agreement.

I. NNA PERINATAL RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

Contractor's NNA perinatal residential program will comply with all aspects of the most current State of California Alcohol and Drug Programs (ADP) Perinatal Guidelines, and the most current State of California Standards for Drug Treatment Programs as they pertain to the NNA perinatal residential program.

A. NNA Perinatal Residential Alcohol and Drug Treatment Units of Service

Admit to Contractor's NNA perinatal residential alcohol and drug treatment program a minimum of ten (10) program participants per fiscal year.

1. Admit to Contractor's NNA perinatal residential alcohol and drug treatment program six (6) women program participants. These women must be either pregnant substance using, or parenting, with an identified impairment in her ability to care for a child, ages birth through seventeen (17) years of age, due to substance use per fiscal year. Parenting woman is also including those who are attempting to regain the legal custody of their children. Contractor will provide a maximum of one thousand eight hundred twenty four (1,824) days of NNA perinatal residential recovery services to be allocated by Contractor per fiscal year.
2. Admit to Contractor's NNA perinatal residential alcohol and drug treatment program four (4) program participants per fiscal year, who are children of the women admitted to the NNA perinatal residential alcohol and drug treatment program specified above. Provide a maximum of one thousand eight hundred twenty four (1,824) days of NNA perinatal residential alcohol and drug treatment services to be allocated by Contractor per fiscal year.

B. NNA Perinatal Residential Alcohol and Drug Treatment Services

Contractor will provide food, shelter, and other basic needs. Contractor's basic NNA perinatal residential alcohol and drug treatment program will include:

1. Intake and assessment (utilizing the Addiction Severity Index [ASI]), recovery planning, relapse prevention, follow-up at 6 months and 12

months after intake for each program participant, discharge planning and case management services for each program participant.

2. Provide a minimum of twenty (20) hours of individual and group counseling.
3. Curriculum will include:
 - a. Vocational education, job readiness, resume writing and continued education;
 - b. Conflict resolution and anger management;
 - c. Parenting skills and family workshops;
 - d. Socialization and communication skills;
 - e. Alcohol and drug-free leisure activities;
 - f. Physical fitness, nutrition and cooking, art therapy, hypnotherapy;
 - g. Health education, including utilizing medical services and AIDS/HIV, HEP A.B.C, and STD awareness;
 - h. Self esteem;
 - i. Stress management;
 - j. Court procedures;
 - k. Infant massage therapy.
4. Provide parenting skills education including parenting styles, discipline, communication and self-esteem building, child abuse prevention, male involvement, and infant care.
5. Residents will be expected to attend Alcoholics Anonymous (AA), Narcotics Anonymous (NA), and/or other self-help groups during their participation in the program.
6. Address family reunification issues so program participants may work to maintain family structure and may have a family base to return to upon completing Contractor's program.
7. Review medical and special needs of program participants and make appropriate referrals as required.
8. Provide or facilitate at least one alcohol and drug free socialization activity for participants.
9. Provide access to ancillary support services including access to tuberculosis and HIV/AIDS, HEP A.B.C, and STD education and testing, tobacco prevention services, prenatal care and education on the effects of substance use on the fetus, linkage with the Family Self Sufficiency Team (FSST), health services, vocational training, housing, legal assistance, transportation, and child care.
10. Children Services:
 - a. Provide separate assessment of children to identify developmental and medical issues. Develop individual treatment plans for both adult program participants and their child(ren).

- b. Develop a children's therapeutic program which, at a minimum, will include therapeutic child care, appropriate developmental activities, age appropriate children's groups, and individual services with perinatal and family counselors.

C. Interim Services

Provide interim services to pregnant women. Provide the following services no later than 48 business hours after a pregnant woman seeks treatment. These services will be provided whether or not the individual is admitted to the contractors program. At a minimum interim services includes counseling and education about:

- a. HIV and TB;
- b. The risk of needle sharing;
- c. The risk of transmission to sexual partners and infants;
- d. Steps that can be taken to ensure that transmission does not occur;
- e. Referral for HIV or TB treatment if necessary;
- f. Counseling on the effects of alcohol and drug use on the fetus as well as referral for prenatal care.

D. NNA Perinatal Residential Services Payment Rates

See Exhibit P – Rates of Payment.

II. NNA FUNDED NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. Nonresidential Alcohol and Drug Treatment Units of Service

1. Admit to Contractor's nonresidential alcohol and drug treatment program a minimum of forty fifteen (15) program participants per fiscal year.
2. Contractor will provide one thousand two hundred fifty (1,250) hours of staff availability dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time. The hours of staff availability are the contracted units of service

B. Nonresidential Alcohol and Drug Treatment Services

Contractor's basic nonresidential alcohol and drug treatment program shall include:

1. Intake, assessment, (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow up at 6 months and 12 months after intake for each program participant.
2. Services will include a minimum of two (2) individual counseling sessions per month and minimum of three (3) hours of recovery-oriented group counseling per week. Program topics will include addiction and recovery, parenting skills, health issues, and ongoing educational workshops.
3. Ancillary services will include access to vocational and job training, medical services, ESL/GED, advanced education, mental health services, detoxification services and other drug treatment, HIV/AIDS, HEP A.B.C, and STD testing and education, and other appropriate services provided

by the County of San Mateo. Education will be offered by Contractor.

4. Access will be provided to community involvement to encourage participants to be active in their community and in society. These activities may include community service, school or training programs, volunteer work or employment.
5. Collateral services will be provided to family members including education on substance abuse behavior and lifestyle, along with educational meetings on how to give support to the family member in treatment.
6. Provide or facilitate at least one alcohol and drug free socialization activity for participants.
7. Program topics will include addiction and recovery, the twelve –step model of recovery, family dynamic, self-esteem, communication and conflict resolution, disease model of substance abuse, health issues, housing options, financial management, interviewing and job application skills, educational issues, and relapse prevention.
8. Cases coordination and referrals with other San Mateo County providers as necessary.
9. Aftercare services will be provided to program participants upon completion of Contractors treatment program. Aftercare services will include:
 - a) An aftercare plan developed with each program participant prior to the final phase of the treatment program; and
 - b) Two (2) hours of relapse prevention each month for each program participant including ongoing program activities, group and individual support, education and ongoing links to community services.
10. Provide daily access to twelve-step meetings including Alcoholics Anonymous, and Narcotics Anonymous when appropriate.

C. Nonresidential Alcohol and Drug Treatment Services Rates of Payment
See Exhibit P – Rates of Payment

EXHIBIT B – Description of Services
**State Negotiated Net Amount (NNA) Funded Alcohol and Drug
Prevention Services and Payments
(FLAT RATE TREATMENT SERVICES AGREEMENT)
FREE AT LAST
July 1, 2006 through June 30, 2007**

Contractor will provide the following NNA-funded alcohol and drug prevention services at mutually agreed upon locations in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide the following services:

I. NNA-FUNDED ALCOHOL AND DRUG PREVENTION SERVICES

Contractor will provide the following NNA-funded alcohol and drug prevention services:

Youth Outreach

1. Provide information to three hundred (300) youth in the East Palo Alto community and their family members through presentations to classes, participation at health fairs, and group education sessions.
 - a. Provide prevention education sessions to students at elementary schools in East Palo Alto. Coordinate with Connect Family Resource Center (FRC) to establish guidelines and culturally/age appropriate topics. Presenters will be Contractor's bilingual outreach team members and/or youth counselors.
2. Provide street outreach to two hundred fifty (250) youth in the East Palo Alto community to increase their awareness of risk behaviors leading to addiction and its consequences and to invite them to participate in prevention activities per fiscal year.
3. Provide five (5) hours per week of problem identification and referral services to youth who may benefit from alcohol and drug treatment or other services in the community.

Youth Drop-in Center

1. Contractor's program staff will develop and document strategies for improvement of the effectiveness of the youth services provided at the Youth Drop-in Center. Evaluate the effectiveness of the services provided and include progress in quarterly narrative reports.
2. Keep the Youth Drop-in Center open and staffed five (5) days per week, ten (10) hours per day. A minimum of two hundred fifty (250) youth will utilize the Youth Drop-in Center.
3. Provide four (4) hours per week of problem identification and referral services at the Drop-in Center for youth who may benefit from alcohol and drug treatment services, prevention education/alternative activities, and/or other support services available in the community that promote a drug-free lifestyle. Outreach and Youth Drop-in Center services will identify and refer a combined total of four hundred sixty (460) youth per fiscal year.

4. Provide four (4) vocational sessions of one and one half (1 ½) hours each, either on-site or at an alternate site within East Palo Alto.
5. Provide ten (10) life skills sessions of one and one half (1 ½) hours each, either on-site or at an alternate site within East Palo Alto.
6. Provide two (2) special community events either on-site or at an alternate site within East Palo Alto.
7. Publicize the Youth Drop-in Center, events, and activities through community outreach.

C. **Parent Education**

Provide parenting education and/or training of trainers workshops as follows:

1. Provide a five-week bilingual parenting program to be held at the Connect FRC for parents of students attending Green Oaks Academy and Cesar Chavez School. Each session will be two (2) hours in length, for a total of ten (10) hours. Provide the parenting program to twenty-eight (28) parents per fiscal year.
2. Provide two (2) Train the Trainers workshops to train parents and Contractor's staff members who want to learn to facilitate a parenting support group. Each workshop will be three (3) hours in length. Offer the workshops at Contractor's program site. Provide Train the Trainers workshops to sixteen (16) individuals.

D. **Prevention Hours of Staff Availability:**

Provide three thousand two hundred fourteen (3,214) hours of staff availability dedicated to alcohol and drug prevention direct program services, preparation time, and record keeping time per fiscal year. The hours of staff availability are the contracted units of service.

II. COLLABORATION AND LINKAGES

Contractor will work collaboratively with the Connect FRC in providing its alcohol and drug prevention services to the East Palo Alto community. Contractor will include progress on collaborative efforts in the quarterly narrative reports.

III. ENVIRONMENTAL PREVENTION

Work collaboratively with County Alcohol and Drug Services and other alcohol and drug service providers to develop and implement appropriate environmental prevention strategies. Environmental prevention efforts work to effect changes in community attitudes, in order to influence the incidence and prevalence of the abuse of alcohol, tobacco and other drugs by the general population. Include progress on these efforts in quarterly narrative reports.

IV. NNA FUNDED PREVENTION SERVICES RATES OF PAYMENT

See Exhibit P – Rates of Payment.

EXHIBIT C – Description of Services
County Funded Alcohol and Drug Treatment Services and Payments
(Flat Rate Treatment Agreement)
FREE AT LAST
July 1, 2006 through June 30, 2007

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

I. COUNTY FUNDED RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES:

Contractor will give priority for admission to Underserved Populations (as stated in Attachment 5, Section IV-B1) and the participants who are 1) at high risk of HIV infection: IV and stimulant drug users and their partners; and/or 2) need treatment as an alternative to involvement with the criminal justice system or for post-release into the community. Contractor will provide the following services:

A. Residential Alcohol and Drug Treatment Units of Service

Admit to Contractor's residential alcohol and drug treatment program a minimum of five (5) program participants who meet the population criteria identified in Contractor's treatment proposal. Provide a total of nine hundred forty five (946) days of residential alcohol and drug treatment services to be allocated by Contractor.

B. Residential Alcohol and Drug Treatment Services

Contractor's basic women's residential alcohol and drug treatment services will include, but not be limited to:

1. Provide each program participant with a minimum of six (6) hours of group therapy to address recovery issues including denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills.
2. Provide a structured program including, but not limited to, group and individual counseling, art therapy, parenting education, twelve-step meetings, and family socialization activities.
3. Provide ancillary support services including access to legal support, HIV/AIDS, HEP A.B.C, and STD testing, literacy assistance and supportive educational training and job search, and additional medical/mental health assessments to those participants identified as having special needs.
4. Develop an aftercare recovery plan with each program participant which includes parenting groups, early recovery groups, individual and family counseling, participation in special interest groups, and weekly attendance

at twelve step meetings.

II. County Funded Men's Residential Services

Contractor will give priority for admission to Underserved Populations (as stated in Attachment 5, Section IV-B1) and the participants who are 1) at high risk of HIV infection: IV and stimulant drug users and their partners; and/or 2) need treatment as an alternative to involvement with the criminal justice system or for post-release into the community. Contractor will provide residential alcohol and drug treatment services from, July 1, 2006 through December 31, 2006 . Contractor will develop and implement a process for transitioning any program participants who have not completed the residential program out of this program and into other appropriate services no later than December 31, 2006. Contractor will provide the following services:

- A. **Men's Residential Alcohol and Drug Treatment Units of Service**
Admit to Contractor's residential alcohol and drug treatment program a minimum of eight (8) program participants who meet the population criteria identified in Contractor's treatment proposal. Provide a total of thirteen hundred and eighty (1380) days of residential alcohol and drug treatment services to be allocated by Contractor.

- B. **Residential Alcohol and Drug Treatment Services**
Contractor's basic men's residential alcohol and drug treatment services will include, but not be limited to:
 - 1. Provide each program participant with a minimum of six (6) hours of group therapy to address recovery issues including denial, withdrawal symptomatology, drug/alcohol use history, the disease of addiction and relapse triggers, and parenting skills.
 - 2. Provide a structured program including, but not limited to, group and individual counseling, art therapy, parenting education, twelve-step meetings, and family socialization activities.
 - 3. Provide ancillary support services including access to legal support, HIV/AIDS, HEP A.B.C, and STD testing, literacy assistance and supportive educational training and job search, and additional medical/mental health assessments to those participants identified as having special needs.
 - 4. Develop an aftercare recovery plan with each program participant which includes parenting groups, early recovery groups, individual and family counseling, participation in special interest groups, and weekly attendance at twelve step meetings within in reasonable time for transition.

- C. **Residential Alcohol and Drug Treatment Rates of Payment**
See Exhibit P – Rates of Payment.

EXHIBIT D – Description of Services
Driving Under the Influence Programs and Payments
(Flat Rate Treatment Agreement)
FREE AT LAST
July 1, 2006 through June 30, 2007

Contractor will provide Driving Under the Influence (DUI) services at location(s) subject to mutual agreement in San Mateo County. County will not pay Contractor any money whatsoever for the DUI program(s) specified below. In consideration of County's authorization to Contractor to levy and collect fees for the program(s) described in this Exhibit, Contractor will operate the following program(s):

I. DRIVING UNDER THE INFLUENCE (DUI) PROGRAMS

Contractor shall provide First Offender Program (FOP) Driving Under the Influence (DUI) services as follows:

A. DUI Program Requirements

The Driving Under the Influence Program (DUI) contractor shall conform with each of the following for each level of service they are providing:

1. DUI Governing Policies:

- a. All requirements, as specified in all applicable California laws, Codes, and State directives issued by the California Department of Alcohol and Drug Programs, and California Department of Motor Vehicles.
- b. Shall hold one or more current DUI license(s) issued by the California Department of Alcohol and Drug Programs (ADP).
- c. County rules and regulations outlined in correspondence and bulletins published by the County Alcohol and Drug Services Administrator.
- d. Court orders.

B. DUI Program Service Hours

The DUI Program will provide to each program participant service hours of the type and in the amounts required by the Courts, and/or California Department of Motor Vehicles, and/or licensing authority, and the County Alcohol and Drug Services Administrator.

C. DUI Objectives

The objectives of the program are to comply with court orders, increase safety on the highways, create self-awareness of alcohol and other drug abuse, and prevent future arrests.

D. DUI Program Content

The program will be educational with peer support counseling that focuses on group discussion and emphasizes personal sharing. Topics of the educational session will include:

1. Significance of DUI laws to the individual;
2. Socializing without alcohol or other drugs;
3. Sources of help - community resources;
4. Mixing alcohol and other drugs;
5. Drinking/using and driving practices;
6. Historical overview of the uses of alcohol and other drugs;
7. Physical effects of alcohol and other drug use;
8. Social effects of alcohol and other drug use;
9. Psychological effects of alcohol and other drug use;
10. Alcoholism and drug addiction;
11. Alcoholism and drug addiction as family illnesses;
12. Denial;
13. Choice and wellness;
14. Stress reduction;
15. Values clarification and assertiveness;
16. Developing a personal plan to avoid driving under the influence;
17. HIV/AIDS, HEP A.B.C, AND STD education; and
18. Alcohol and drug related birth defects.

II. DUI PAYMENT SCHEDULE

In full consideration of the DUI services provided by Contractor and the oversight provided by the County pursuant to this Agreement and subject to all the provisions hereinabove, the parties agree that County will not pay Contractor for services described in this Exhibit D, and that the following provisions shall be met:

A. DUI Client Fees

1. The maximum DUI client fee for each level of service and related fees for DUI programs shall be fixed by the County Alcohol and Drug Services Administrator, subject to approval by the State Department of Alcohol and Drug Programs.

B. DUI Client Fee Guidelines

1. Any increase in DUI fees shall be approved by the County Board of Supervisors for service providers in San Mateo County.
2. Each person provided DUI program services by Contractor pursuant to this Agreement shall be assessed a fee by Contractor for such services, in accordance with Title IX, Section 9878, except for those receiving income from General Assistance or those described in Paragraph II.B.3., hereinbelow.
3. No person shall be denied services because of inability to pay as determined by applicable regulations and policies.
4. Contractor shall limit any excess fees or profit from each nonreimbursable program to ten percent (10%) of the total expenses of the program or per applicable California regulation and/or County Alcohol and Drug Services directive.

C. County Administrative Fee

Contractor will pay County an administrative fee to compensate County for costs incurred in discharging its statutory responsibility to monitor and oversee alcohol and drug programs. Rates for administrative fees assessed by County are approved by the State Department of Alcohol and Drug Programs (ADP). Contractor shall remit monthly to County Alcohol and Drug Services Administrator the following:

1. A ten percent (10%) administrative fee of the gross revenue received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to provider for returned checks, and State administrative fees for the DUI First Offender Program (FOP).
2. Administrative fees described hereinabove may be submitted either monthly or quarterly. In the event that submission is not postmarked by the twenty first (21) day of the following month, a five percent (5%) penalty of the full, monthly administrative fee may be assessed by County. This five percent (5%) penalty may be added for each thirty (30) day period, or portion thereof, that the payments are outstanding. If the twenty first (21) day of the month falls on a weekend or County holiday, the submission of fees must be postmarked by the next work day. All units of service reports are due by the twenty first (21) day of the month following the month services are provided. Copies of all quarterly licensing reports to the State, and State audit preparation packages, will be sent to the County at the same time they are sent to the State.
3. Contractor's gross revenue shall include ancillary, make-up, late, reduced, and incomplete fees, duplicative completion certificate fees, and fees for dishonored checks.
4. The administrative fees cover the cost of program oversight including contract maintenance and monitoring and other programmatic benefits provided by County. This fee may be revised during the contract period by the mutual agreement of Contractor and Director of the Human Services Agency or her designee.

III. PROGRAM BUDGET

- A. Contractor will expend funds received for operation of its program and services according to applicable laws and regulations and the budget submitted to, and approved by, the County Alcohol and Drug Services.

EXHIBIT E
Outcome Based Management and Budgeting Responsibilities
(Flat Rate Treatment Agreement)
FREE AT LAST
July 1, 2006 through June 30, 2007

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.

EXHIBIT P
RATES OF PAYMENT
(Flat Rate Treatment Agreement)
Free at Last
July 1, 2006 through June 30, 2007

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

Service Modality	Authorized Contract Amount	Monthly Amount	Authorized Units - Staff Available Hours (SAH) or Bed Days (BD)	Authorized Unit Rate
County Funded Residential	\$ 48,716	\$ 4,059.67	946	\$ 51.50
County Funded Men's Residential (one time funding)*	\$ 82,848	\$ 13,808.00	1,380	\$ 60.03
NNA Funded Non Residential	\$ 40,689	\$ 3,390.75	1,250	\$ 32.55
NNA Funded Perinatal Residential	\$ 167,620	\$ 13,968.33	1,824	\$ 91.90
NNA Funded Prevention	\$ 92,656	\$ 7,721.33	3,214	\$ 28.83
Total Maximum Contract Obligation	\$ 432,529			

*Note: This funding is available through 12/31/06 only

ATTACHMENT 1
Assurance of Compliance with Section §504
of the Rehabilitation Act of 1973, as Amended
(Flat Rate Treatment Services Agreement)
Free at Last
July 1, 2006 through June 30, 2007

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 and 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 regulations.

Name of 504 Person - Type or Print

Free at Last
1796 Bay Road
East Palo Alto, CA 94303

Name of Contractor(s) – type or Print

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

Date

Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a 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 2
FINGERPRINTING COMPLIANCE
(Flat Rate Treatment Services Agreement)
Free at Last
July 1, 2006 through June 30, 2007

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees as follows: Each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's sole expense.

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

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

Name (Signature)

Title

Date

ATTACHMENT 3
HIV/AIDS Services
(Flat Rate Treatment Services Agreement)
Free at Last
July 1, 2006 through June 30, 2007

- 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 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 AIDS program monitor. Seventy-five percent (75%) of Contractor's staff will receive this training.
 - B. 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, C and Sexually Transmitted Diseases (STD). Contractor must also make access to condoms available to all program participants.
 - C. 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.
 - D. Contractor will coordinate with the Alcohol and Drug AIDS program monitor, 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 the 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 AND MONITORING PROCEDURES
(Flat Rate Treatment Services Agreement)
Free at Last
July 1, 2006 through June 30, 2007

I. General Provisions

The payments are intended to compensate Contractor for a combination of factors, the actual units of service provided, and the cost of maintaining its business on a continuous basis. Therefore, subject to the provisions of this Attachment, if Contractor provides fewer units of service than are specified in the Exhibit(s) to the Agreement, the County will compensate Contractor for part of its costs in maintaining its available capacity on a continuous basis. However, in no event will the total payments to Contractor exceed the maximum contract obligation specified in Paragraph 3.A. of the body of this Agreement unless that maximum amount is changed by the execution of a written Amendment.

II. Performance Required to Receive Full Payment

- A. County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement, (except where noted) unless performance, by modality, is below 90% of the contracted number of units set forth in the Exhibit. The 10% service variance is based upon each modality and is not an overall contract variance.
- B. In addition to the units of service, there are also reporting requirements to receive full payment. Reporting requirements for Alcohol and Other Drug Treatment Services are:
 - 1. Submit to County a quarterly report utilizing the Quarterly Report Form developed by Alcohol and Other Drug Services (AODS). The Quarterly Report shall include expenses, revenues and units of service reports outlining expenditures made and describing actual delivery of services provided under the Exhibits. It will also include a narrative report as outlined in the Quarterly Report Form. Reports are due on the following dates: October 23, 2006; January 22, 2007; April 23, 2007; and July 23, 2007.
 - a. If the mid-year report due January 22, 2007 indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services, County may require Contractor to submit monthly narrative reports describing actual delivery of services provided under the Exhibits for the remainder of the contract term.

III. 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 Treatment Reports;
 - 2. Financial reports such as annual budgets, cost allocation plans, and cost reports;
 - 3. Incident reports;
 - 4. Outcome data; 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 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. AODS will conduct periodic mandatory treatment provider meetings with representatives of all contracted service providers and appropriate staff.
- D. Provide ongoing technical assistance as needed.
- E. AODS shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the California Outcomes Measurement System (CalOMS) data submissions to the State of California.

IV. Corrective Action Plans

After six (6) months of the contract term have passed, Contractor shall provide a corrective action plan on January 22, 2007 for quarters in which the quarterly report indicates that the program's performance is less than 90% of the prorated current year-to-date service level. The corrective action plan shall specify the time period during which the service provided was below 90% of contracted services, and shall specify how the Contractor plans to bring performance up to contracted service levels.

V. Payments

- A. Except where otherwise described herein, County will pay Contractor the total contract amount in twelve (12) equal monthly payments. County will pay Contractor's monthly payment within 30 days, upon timely submission of reports as outlined above.
- B. In the event Contractor is not in compliance with the performance standards set forth in paragraph II above based upon Contractor's six month performance data as of December 31, 2006 County will withhold an amount sufficient to recover the projected performance shortfall, per modality, for the remainder of the contract term. The total amount to be withheld will be divided equally over the remaining months of the term of the Agreement.
 1. Any outstanding payment issues will be reconciled at year-end settlement as set forth in this attachment subject to section VI below.
 2. However, if, based on Contractor's performance, the County determines that Contractor will be unable to meet the performance standards set forth

in paragraph 2 above during the term of this Agreement, County may request that Contractor agree to an Amendment of this Agreement to reduce the units of service, and Contractor's consent will not be unreasonably withheld. In the event of said Amendment, County may allocate the funds for those units of service to another provider offering the same service.

- C. Any requests for variation, exemption or waiver of the payment procedures set forth in this Attachment must be submitted, in writing, to the County AODS Administrator or designee, who will review the request and make recommendations to the Director of the Human Services Agency, whose decision will be final. Waivers may be requested due to unanticipated circumstances that would cause undue hardship. The Contractor shall provide justification of a compelling need as part of its request.

VI. Year End Settlement

- A. At the conclusion of each year of the term of this Agreement, a year-end settlement and reconciliation will take place as follows:
 - 1. The County's maximum payment to Contractor will be the lesser of the full contract amount or the actual Net Allowable Costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the contract. Actual Net Allowable Costs will be determined by the final/year-end Cost Report.
 - 2. If Contractor's performance by modality for the year is at or above 90% of the contracted service levels set forth in the Exhibit(s) to this Agreement, County will pay Contractor the difference between the amount it has paid Contractor as of the year-to-date and the lesser of either the contract amount of Contractor's actual Net Allowable Cost for each modality. This payment will be made within thirty (30) days of determination of year-end settlement.
 - 3. If Contractor's performance by modality for the year is below 90% of the contracted service level, Contractor will reimburse the County the difference between the amount that County has paid Contractor as of the year-to-date and the lesser of Contractor's performance percentage applied against the contract amount or Contractor's actual Net Allowable Cost for each modality. If it is determined that the Contractor has been paid in excess of its actual Net Allowable Costs, Contractor will reimburse County within thirty (30) days of written notification by the County AODS Administrator or designee.

VII. 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. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2007.
- C. Contractor's final/year-end Cost Report may serve as Contractor's final budget revision upon approval of the AODS Administrator or designee. Subject to Paragraph 4.B. of the body of this Agreement, Contractor may transfer funds between personnel and operating expenses in the final year-end Cost Report.

VIII. Withholding Payment for Failure to Submit Reports

- A. 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:
 - 1. Annual budget proposal;
 - 2. Cost allocation plan;
 - 3. California Outcomes Measurement System (CalOMS) client records;
 - 4. Quarterly reports;
 - 5. Final/Year-end Cost Report; and
 - 6. Addiction Severity Index (ASI) at intake and 6-month and 12-month follow-up after intake (or documented attempts at follow-up).
- B. County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

IX. Procedures in the Event of Non-renewal of Agreement

- A. 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:
 - 1. Contractor satisfactorily submits all reports required by this Agreement and until County has reviewed all of these reports, including the final/Year End Cost Report.
 - 2. 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.
 - 3. 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.

X. 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
Program Specific Requirements
(Flat Rate Treatment Services Agreement)
Free at Last
July 1, 2006 through June 30, 2007

I. General Administrative Requirements

- A. Contractor shall attend periodic mandatory meetings.
- B. Contractor shall acknowledge the San Mateo County Alcohol and Other Drug Services (AODS) and/or the County of San Mateo as a funding source on newly developed promotional materials.
- C. Subcontracting requirements:
Pursuant to Paragraph 12 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 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. Contractor shall maintain alcohol and drug treatment program client records that include the following:
 - 1. Intake form (to include California Outcome Measures System (CalOMS) data elements) ;
 - 2. Signed fee determination;
 - 3. Redetermination of fee every twelve (12) months or when requested by clients (except for residential treatment);
 - 4. Health questionnaire;
 - 5. Social history including employment, and criminal history;
 - 6. Alcohol and drug history;
 - 7. Presenting problem;
 - 8. Completed baseline Addiction Severity Index (ASI), and 6 months and 12 months follow up;
 - 9. Recovery/ treatment plan;
 - 10. Progress notes;
 - 11. Closure summary/discharge plan;
 - 12. Documented quarterly quality assurance review by consultant/supervisor;
 - 13. Signed release(s) of information as required;
 - 14. Signed consent to treatment; and
 - 15. Signed confidentiality agreement(s).
- B. Contractor will be in compliance with the DAISY Web-Based Application.
 - 1. Contractor must participate and be in compliance with the Drug and Alcohol 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. Contractor shall ensure their appropriate staff attends the DAISY User Group and other scheduled trainings as appropriate. Contractor shall maintain an ongoing compliance with DAISY.

2. 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.
- C. Administer the ASI to all treatment program clients who were not assessed via an ASI within 30 days prior to admission to Contractor's program(s). Submit follow up reports on data collected at 6 months and 12 months follow up as directed by the County AODS Administrator or designee.
- D. Make efforts to diversify program revenue sources.
- E. Comply with applicable California Department of Alcohol and Drug Programs certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- F. 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 AODS Administrator or designee.
- G. In the event that a participant appeals the manner or amount of his/her fee determination, contractor will abide by the decision of the AODS Administrator or designee. Fee determination shall be based on a fee schedule approved by County.

III. Program Certification

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

- A. Program Requirements:
 1. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.
 2. Make use of available community resources, including recreational resources.
 3. Operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location.
 4. Perform outreach activities to encourage individuals in need of alcohol and/or other drug services to reach these services.
- B. Underserved Populations Requirements:
 1. Work collaboratively with the County to provide treatment services to the following San Mateo County priority population listing:
 - a. Pregnant injection drug users;
 - b. Pregnant substance users;
 - c. Pregnant Intravenous Drug Users (IDU);
 - d. Parenting injection drug users;

- e. Parenting substance users;
 - f. Non-English speaking;
 - g. Hearing impaired;
 - h. Physically impaired;
 - i. Gay/lesbian;
 - j. Elderly (for adult services);
 - k. Pregnant women;
 - l. HIV-positive;
 - m. Persons with a co-occurring disorder; and
 - n. Diverse cultures.
 - o. In any event, contractor will give priority admission to San Mateo County residents.
2. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
 3. Demonstrate a commitment, in good faith, to recruit and retain program staff who can communicate with and relate to diverse populations.
 4. Assure that Contractor's program staff receives training that addresses the prevention and treatment issues and approaches relevant to the special and/or underserved populations designated in Section III, Paragraph B 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. These individuals may or may not be in prescribed medications.
 - b. 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 AODS 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 AODS.
 2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. The operations manual shall be reviewed annually and shall 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.
 - b) Include a plan for meeting the state of California counselor certification regulations.
 - 2) Criteria describing the required academic and/or experiential background of Contractor's program's treatment 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"), 45 CFR pts 160 & 164, and applicable sections of the California Health & 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 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 AODS Administrator or designee).
 - 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 needs.
 - k. A policy statement on prevention of violence in the workplace.
- G. Conflict of Interest Requirements:
1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
 3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
 - a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
 - 1) Any member of Contractor's governing board.
 - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
 - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
 - b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.

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

IV. Fiscal Certifications

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

- A. In the event that Contractor's program owes money to any County agency for services or goods received specifically pursuant to this Agreement or owes money based on any audit as described in Paragraph V.A.2. hereinbelow, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
 1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular No. A-133.
- C. If it is deemed necessary by the AODS Administrator or designee, 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 AODS Administrator or designee 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 an 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 November 15, 2007. 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 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 AODS 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 AODS. 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 AODS.

Attachment 6
COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form
Free at Last
July 1, 2006 through June 30, 2007

I Vendor Identification

Name of Contractor: Free at Last
Contact Person: Gerardo Barragan, Acting CEO
Address: 1796 Bay Road
East Palo Alto, CA 94303
Phone Number: (650)462-6999
Fax Number: (650)462-1036

II Employees

Does the Contractor have any employees? Yes No
Does the Contractor provide benefits to spouses of employees? Yes No
If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

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

IV Declaration

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

Signature

Name (Please Print)

Title

Date

ATTACHMENT 7
Additional Negotiated Net Amount (NNA) Requirements
(Flat Rate Treatment Services Agreement)
Free at Last
July 1, 2006 through June 30, 2007

The County's 2004-2008 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. Debarment and Suspension Certification:
 - A. By signing this agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFS Par 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85.
 - B. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principles:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department of agency;
 - 2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph two (2) herein; and
 - 4) Have not within a three-year period preceding the application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - 5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - 6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - C. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the ADP program funding this contract.
 - D. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

E. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the ADP may terminate this agreement for cause of default.

(Required by NNA Amendment 1 2003-04, Exhibit B, Section 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. The Contractor and its employees, agents, or Subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed by the Contractor, its employees, agents, or Subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person

B. Contractor and any Subcontractor that provides services covered by this Contract shall comply with all applicable state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in the following:

a. 42 USC Section 290 dd-2

b. Title 42, CFR Part 2

c. Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2

d. Section 11977 of the HSC

e. Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009, which is specific to Medi-Cal

f. Title 45, CFR Parts 160 and 164 which cites the Health Insurance Portability and Accountability Act of 1996 Privacy Rule

g. Civil Code Section 56- 56.37 – Confidentiality of Medical Information Act

h. HSC Section 123110 et seq. – Patient Access to Medical Records

C. Contractor agrees to implement administrative, physical and technical safeguards that reasonable and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits. Contractor will provide State with information

concerning such safeguards as the State may reasonable request from time to time.

D. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use of disclosure of confidential information by Contractor or its Subcontractors in violation of the applicable state and federal statues and regulations regarding confidentiality cited above.

E. Contractor shall monitor compliance with the above provisions on confidentiality and security and shall include them in all subcontracts.

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

4. Nondiscrimination in Employment:

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

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

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

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

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

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

7. If Contractor disagrees with state audit disallowances related to its programs, claims, or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to

the state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Amendment 1, Exhibit D, Article IV, I. 10.)

8. Lobbying and Restriction and Disclosure Certification

(Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

A. Certification and Disclosure Requirements

- 1) Each person (ore recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$10,000 at any tier, shall file a certification (in the form set forth in Exhibit C, Document 1W, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph B, Section 8).
- 2) Each recipient shall file a disclosure (in the form set forth in Exhibit C, Document 1X, entitled "Standard Form-LLL – Disclosure of Lobbying Activities") if such recipient has made or has agreed to make any payment using non appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph B of this provision if paid for with appropriated funds.
- 3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affected the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph A, Section 2 herein. An event that materially affects the accuracy of the information reported includes:
 - (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - (iii) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
 - (iv) Each person (or recipient) who requests or receives from a person referred in Paragraph A, Section 1 above – a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
 - (v) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph A, Section 1 above. That person shall forward all disclosure forms to ADP program contract manager.

B. Prohibition

1. Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer, or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered

federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(Required by NNA Amendment 1, Exhibit B, Section J)

9. Restrictions on Salaries: Contractor agrees that no part of any federal funds provided under this Contract shall be used by it or any subcontractor to pay the salary of an individual in excess of \$171,900 per year.

(Required by NNA Amendment 1, Exhibit B, Section K)