

FIRST AMENDMENT TO THE BASN AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE LATINO COMMISSION

THIS FIRST AMENDMENT is entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Latino Commission, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, on June 20, 2005, the parties hereto entered into Agreement # 74100-06-C022, for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement ("the Original Agreement"); and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement to transfer funds between modalities, to establish the agreed upon rate for fiscal year 2007 and 2008, and to rectify language in the original Attachment 4 and Attachment 5.

NOW, THEREFORE, the Original Agreement is hereby amended to read as follows:

1. Section 3.A. Payments is hereby amended and restated in its entirety to read as follows:

3. Payments

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Attachments herein, the amount that County shall pay for services rendered under this Agreement for FY 2005-08 shall not exceed ONE HUNDRED AND EIGHT THOUSAND AND SIXTY SIX DOLLARS (\$108,066), for the contract term.

2. **Section 15, Non-Discrimination, Item G, Compliance with Contractor Employee Jury Service Ordinance, is hereby added as follows:**

"G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service."

3. **Exhibits and Attachments**

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

4. Exhibit A is hereby deleted and replaced in its entirety by Exhibit A1 attached hereto.
5. Attachment 4 is hereby deleted and replaced in its entirety by Attachment 4-1 attached hereto.
6. Attachment 5 is hereby deleted and replaced in its entirety by Attachment 5-1 attached hereto.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES THAT:

1. The BASN Agreement between the parties dated June 20, 2005, is amended as set forth herein.
2. This First Amendment is hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement unless expressly deleted, modified, or otherwise superseded in this Amendment shall continue to be binding on all parties hereto.

This First Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement dated June 20, 2005 and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this First Amendment shall not be effective unless set forth in a writing executed by both parties.

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

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors, San Mateo County

Date: _____

THE LATINO COMMISSION

Deborah Camarillo, Executive Director

Name, Title – Print

Date: _____

EXHIBIT A1
Bay Area Services Network (BASN) Funded
Alcohol and Drug Treatment Services and Payments
THE LATINO COMMISSION
July 1, 2005 through June 30, 2008

Contractor will provide the following Bay Area Services Network (BASN) funded alcohol and drug treatment services to parolees 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 comply with the current San Mateo County BASN Work Plan; the most current State Parolee Services Network Specifications for Treatment Recovery Services, as applicable; the most current version of the California Department of Corrections BASN Guidelines; and the requirements outlined in the 2005-08 San Mateo County Request for Proposals by Alcohol and Drug Services for Bay Area Services Network Parolees.

I. BAY AREA SERVICES NETWORK (BASN) FUNDED NONRESIDENTIAL/OUTPATIENT ALCOHOL AND DRUG TREATMENT SERVICES

A. BASN Nonresidential/Outpatient Alcohol and Drug Treatment Units of Service:

Contractor will provide a maximum of one hundred eighty (180) days of the following BASN nonresidential/outpatient alcohol and drug treatment services per program participant, for individuals referred to the BASN nonresidential/outpatient program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.

1. Admit to Contractor's BASN nonresidential/outpatient alcohol and drug treatment program a minimum of two (2) program participants.
2. Provide one hundred eighty six (186) staff hours dedicated to BASN nonresidential/outpatient services to the participants described in the preceding paragraph including face-to-face contacts, preparation time, and record keeping. Staff hours will include a minimum of five (5) contact hours, per BASN program participant, per week, and at least one (1) individual session, per BASN program participant, per week. These five (5) contact hours are to be conducted over at least three (3) calendar days, per week. In addition, a maximum weekly allowance of three (3) hours per week is allotted for administrative work.
3. Each BASN nonresidential/outpatient program participant must receive a minimum total of two (2) group counseling sessions per week. Group sessions may consist of no less than one (1) BASN nonresidential/outpatient program participant and no more than a total of ten (10) participants.

B. BASN Nonresidential/Outpatient Alcohol and Drug Treatment Services:

All of the following services are part of Contractor's basic BASN Nonresidential/Outpatient alcohol and drug treatment program. Contractor

will provide services including, but not limited to, the following:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, case management, aftercare and relapse prevention, and follow up at six (6) and twelve (12) months for each program participant.
2. Provide, or make available, job skills assessment and training for program participants.
3. Provide, or make available, ancillary support services including access to HIV/AIDS, Hepatitis C, and STD testing and education, literacy assessment and training, job skills assessment and training, and other suitable educational training.
4. Develop an aftercare plan with each BASN nonresidential/outpatient program participant prior to the participant's completion of the final phase of the BASN nonresidential/outpatient recovery program. Plan will include group and individual support for continued recovery, relapse prevention, education, and continuing linkages with community services.
5. Provide attendance reports to the County BASN Coordinator, on a monthly basis. Coordinate with Parole Officers, monthly, regarding progress of BASN program participants. Notify Parole Agent and BASN Case Manager immediately if program participant misses a session or is discharged from the program.
6. Provide monthly progress reports to Parole Agent and the Case Manager.
7. Provide monthly reconciliation reports and other reports requested to the BASN Case Management Provider.
8. Coordinate cases and referrals, as necessary, with other San Mateo County BASN service providers and Case Manager.

C. BASN Nonresidential/Outpatient Alcohol and Drug Treatment Payment Rates:

In full consideration of the BASN Nonresidential/Outpatient alcohol and drug treatment services provided by Contractor pursuant to this Agreement and subject to Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner described below:

1. County shall pay Contractor a maximum of EIGHT THOUSAND EIGHT HUNDRED EIGHTY EIGHT DOLLARS (\$8,888.00) annually, for the term of the Agreement. County shall pay Contractor for BASN nonresidential/outpatient alcohol and drug treatment services at the rate of FORTY SEVEN DOLLARS EIGHTY EIGHT CENTS (\$47.88) per available staff hour.

2. Contractor will ensure that the full range of BASN alcohol and drug treatment services are available for the entire term of this Agreement.
3. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these BASN nonresidential/outpatient alcohol and drug treatment services.
4. Contractor's monthly itemized bill will include the following:
 - a. DAISY ID and Name of the program participants receiving services during the month.
 - b. Dates services were provided.
 - c. Number of individual and group counseling hours provided for each program participant.
 - d. Number of staff hours provided, by modality.
 - e. Monthly Center Point Reconciliation Reports.
 - f. Contractor will submit an itemized bill and invoice by the tenth (10th) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

II. BASN FUNDED RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

- A. BASN Residential Alcohol and Drug Treatment Units of Service:
 Contractor will provide a maximum of one hundred eighty (180) days of BASN residential treatment per program participant, for individuals referred to the BASN residential program by the Bay Area Services Network (BASN). Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.
 1. Admit a minimum of three (3) BASN residential alcohol and drug treatment program participants.
 2. Provide a total of four hundred two (402) days of BASN residential alcohol and drug services to the program participants who are referred to BASN residential program.
- B. BASN Residential Alcohol and Drug Treatment Services:
 Services will include, but not be limited to, alcohol and drug treatment, aftercare, and relapse prevention. The following services are part of Contractor's basic BASN residential alcohol and drug treatment program:
 1. Orientation/Assessment:
 Include an understanding of the program rules and the process each participant will be part of while in the program. A treatment plan will be developed that includes both short- and long-term behaviorally measurable goals that the program participant will

work on while in the program. Intake, assessment (using the Addiction Severity Index [ASI], recovery planning, case management, aftercare and relapse prevention, and follow-up at six (6) months and twelve (12) months after intake for each program participant.

2. Stabilization:

Program participants will be directed towards stabilization through education, experiential activities, recreation, and counseling. The goal of stabilization will be to provide program participants with insight into the criminal thinking process, the addictive disease process, and relapse prevention.

3. Exit Planning and Transition to Outpatient Services:

At least two weeks prior to the anticipated date of BASN residential treatment program completion, or transition, the program will assist each program participant in developing an exit/transition plan, which will include the following:

- a) Notification of the BASN case management contractor, and Parole.
- b) BASN transition plan and treatment summary including rehabilitation and relapse issues that need to be addressed by the program participant to assure long term recovery.
- c) Coordination and scheduled appointment with a BASN outpatient program for ongoing rehabilitation services if one hundred eighty (180) days have not been provided; if no opening is available, Contractor may schedule an appointment with a State Alcohol and Drug Programs (ADP) certified, non-BASN, outpatient program.

4. Provide attendance reports to the County BASN Coordinator, on at least a monthly basis. Provide monthly progress update to Parole Officers, regarding progress of BASN program participants. Notify Parole Agent and BASN Case Manager immediately if program participant misses a session or is discharged from the program.

5. Coordinate cases and referrals, as necessary, with other San Mateo County BASN service providers and BASN Case Manager.

C. BASN Residential Alcohol and Drug Treatment Payment Rates:

In full consideration of the BASN residential alcohol and drug treatment services provided by Contractor pursuant to this Agreement, County shall pay Contractor in the manner described below:

1. County shall pay Contractor a maximum of TWENTY SEVEN THOUSAND ONE HUNDRED THIRTY FOUR DOLLARS (\$27,134.00) annually, for the term of the Agreement. County shall pay Contractor

for BASN residential alcohol and drug treatment services at the rate of SIXTY SEVEN DOLLARS FIFTY (\$67.50) per bed day for residential services actually provided.

2. Contractor will ensure that the full range of BASN alcohol and drug treatment services are available for the entire term of this Agreement.
3. A separate billing and record keeping system will be kept by Contractor for those program participants receiving these BASN residential alcohol and drug treatment services.
4. Contractor's monthly itemized bill will include the following:
 - a. DAISY ID and Name of program participants receiving services during the month.
 - b. Dates services were provided.
 - c. Number of bed days provided for each program participant.
 - d. Monthly Center Point Reconciliation Reports.
5. Contractor will submit an itemized bill and invoice by the tenth (10th) day of the month following the month in which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment.

ATTACHMENT 4-1
THE LATINO COMMISSION,
July 1, 2005 through June 30, 2008
Payment and Monitoring Procedures

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. Section A. Payments, of the main body of this Agreement,

II. Performance Required to Receive Full Payment

A. 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, or before, the following dates: October 21; January 21; April 21, and July 21, of each Fiscal Year, for the term of the Agreement.

a. If the mid-year report due January 21, indicates that Contractor has not provided forty-five percent (45%) of the anticipated year-to-date services for the current fiscal year, 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 mandatory monthly treatment provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. 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. Payments

- A. 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 (evaluated by AOD on December 31 of each Fiscal Year), 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.

V. 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.

VI. 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, of each Fiscal Year annually for the term of the Contract.
- 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.

VII. 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;
 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.

VIII. 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.

IX. Contractor's Risk in Providing Extra Services

- A. 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 5-1
THE LATINO COMMISSION,
July 1, 2005 through June 30, 2008
Program Specific Requirements

I. General Administrative Requirements

- A. Contractor shall attend each of the following meetings:
 - 1. Monthly Alcohol and Drug Treatment Provider's meetings.
 - 2. Drug and Alcohol Information System for You (DAISY) User Group meeting.

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

- 2) Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 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 prevention and recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
- 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor’s program (unless otherwise agreed upon in writing by the 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 IV.A.2., herein

below, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.

1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs' Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and 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, of each Fiscal Year. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.
- E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of the Human Services Agency or her designee.
1. County has the option to retain ownership of capital equipment purchased with contract funds.
- F. Contractor will spend no contract funds on fundraising.

V. **Unusual Incidents Policy**

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