

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SITIKE COUNSELING CENTER**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **Sitike Counseling Center**, hereinafter called "Contractor";

W I T N E S S E I H:

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

WHEREAS, on August 1, 2006, under resolution # 068187, the parties entered into a Flat Rate Agreement ("the Original Agreement") for FY 2006-07, to provide Alcohol And Drug Treatment Services; and

WHEREAS, it is now necessary to amend the Original Agreement to provide additional services and add the sum of \$128,169, which includes a Cost of doing Business Increase (COBI), for a new total of \$377,040, and to extend the term to 12/31/2007.

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

1. The following Exhibits and Attachments are attached hereto and incorporated by reference herein:
 - Exhibit A: Is hereby deleted and replaced in its entirety by Exhibit A-1, Description of Services - attached hereto.
 - Exhibit B: Is hereby deleted and replaced in its entirety by Exhibit B-1, Description of Services - attached hereto.
 - Exhibit C: Is hereby deleted and replaced in its entirety by Exhibit C-1, Non-Reimbursable Services, attached hereto.
 - Exhibit F: Exhibit F, AOD Developmental Contract Amendment - Overview & Deliverables, is hereby incorporated.
 - Exhibit P: Is hereby deleted and replaced in its entirety by Exhibit P-1, attached hereto. Any and all references made in the Original Agreement to Exhibit P, are hereby replaced with reference to Exhibit P-1.
 - Attachment 3: Is hereby deleted and replaced in its entirety by Attachment 3-1, HIV/AIDS Services attached hereto.
 - Attachment 4: Payment and Monitoring Procedures, is hereby deleted and replaced in its entirety by Attachment 4-1, attached hereto.

Attachment 5: Program Specific Requirements, is hereby deleted and replaced in its entirety by Attachment 5-1, attached hereto.

Attachment 7, Is hereby incorporated:

Additional
Negotiated
Net Amount
(NNA)
Requirements
Section 9:

9. Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its Subcontractors to pay the salary of an individual at a rate in excess of Level 1 of the Executive Schedule. Salary schedules may be found at <http://www.opm.gov/ca>.

2. The end of the Term date is changed throughout the Agreement as follows:
The end of the term shall change, wherever reflected in the Agreement as 6/30/07 to the new end term of 12/31/2007.
3. Section 3.A. Payment is hereby amended to read as follows:
 - A. Maximum Amount:
In full consideration of Contractor's performance of the services described in the Exhibits, the amount that County shall pay for services rendered under this Agreement shall not exceed Three Hundred and Seventy Seven Thousand and Forty Dollars (\$377,040) for the contract term.
4. All other terms and conditions of the agreement dated 8/1/2006, between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Sitike Counseling Center

Contractor's Signature

Date: _____

EXHIBIT A-1 - DESCRIPTION OF SERVICES
STATE NEGOTIATED NET AMOUNT (NNA) FUNDED TREATMENT SERVICES
(FLAT RATE TREATMENT SERVICES AGREEMENT)
Sitike Counseling Center
July 1, 2006 through December 31, 2007

Contractor will provide the following 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 admit individuals, hereinafter referred to as "program participants" to available alcohol and drug treatment 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.

I. NNA WOMEN'S PERINATAL DAY TREATMENT (PDT) SERVICES

Contractor's NNA women's PDT 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 day care habilitative (PDT) services.

A. NNA Women's Perinatal day Treatment Units of Service

Admit to Contractor's NNA perinatal alcohol and drug treatment program a minimum of twenty two (22) women program participants per fiscal year. 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. 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 six hundred and thirty five (1,635) days of NNA perinatal recovery services to be allocated by Contractor per fiscal year.

B. NNA Women's Perinatal day Treatment Services

Contractor's basic women's NNA PDT services will be provided four (4) hours per day, five (5) days per week for women who meet the eligibility criteria. Contractor's Women's NNA PDT services will include:

1. Intake, assessment (utilizing the Addiction Severity Index [ASI]), treatment plan, urine screening, follow-up at 6-months after intake for each program participant, and discharge planning.
2. Provide individual and group counseling, educational and process oriented classes, case management, family education, life skills training, and access to ancillary services.
3. A curriculum including:
 - a) Alcohol and drug addiction and recovery;
 - b) Parenting classes
 - c) GED preparation
 - d) Vocational education, job readiness, resume writing and continued education;
 - e) Conflict resolution and anger management;

- f) Parenting skills and family workshops;
 - g) Socialization and communication skills;
 - h) Alcohol and drug-free leisure activities;
 - i) Physical fitness, nutrition and cooking, art therapy, hypnotherapy;
 - j) Health education, including utilizing medical services and AIDS/HIV, HEP A.B.C, and STD awareness;
 - k) Self esteem;
 - l) stress management;
 - m) Court procedures;
 - n) Infant massage therapy; and
 - o) Relapse prevention
4. 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.
 5. Provide specialized support, including support that is sensitive to culturally diverse, economically disadvantaged, and/or HIV+ women.
 6. Provide coordination with, and facilitate access to community services including housing, vocational and educational training, employment/career counseling, and other services which will provide support for participating women and their families after program completion.
 7. Therapeutic day care to program participant's children age four (4) and younger. Provide highly structured age-appropriate activities. Each program participant will be required to participate in day care for one (1) hour per week in order to allow staff to observe her in a care taking role and provide hands-on training on the needs of her child. The program participant will also attend a weekly parenting class to learn about age appropriate development and behavior, and discuss the difficulties and stress of being a parent in recovery.
 8. Provide logistical support including:
 - a. Transportation to and from services for women program participants and their children age 4 years and younger.
 - b. Therapeutic day care for program participants' children age four (4) years and younger.
 - c. Coordination for Children's Protective Services and Criminal Justice appointments.
 - d. Coordination with community agencies and resources.

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:

1. HIV and TB;
2. The risk of needle sharing;
3. The risk of transmission to sexual partners and infants;
4. Steps that can be taken to ensure that transmission does not occur;
5. Referral for HIV or TB treatment if necessary; and
6. Counseling on the effects of alcohol and drug use on the fetus as well as referral for prenatal care.

D. NNA Women's PDT Services Payment Rates

See Exhibit P-1 – Rates of Payment.

II. NNA NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. Nonresidential Alcohol and Drug Treatment Units of Service

1. Admit to Contractors nonresidential alcohol and drug treatment program a minimum of sixty (60) program participants per fiscal year.
2. Contractor will provide one thousand eight hundred and thirty two (1832) hours of staff availability dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time per fiscal year. The hours of staff availability are the contracted units of services.

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 after intake for each program participant.
2. Services will include a minimum of two (2) individual counseling sessions per month and minimum of 1.5 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 Rates of Payment

See Exhibit P-1 – Rates of Payment.

EXHIBIT B-1 – DESCRIPTION OF SERVICES
County Funded Alcohol and Drug Treatment Services and Payments
(FLAT RATE TREATMENT SERVICES AGREEMENT)
Sitike Counseling Center
July 1, 2006 through December 31, 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 that are culturally and language appropriate to the population identified in Contractors 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 NONRESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES

A. Nonresidential Alcohol and Drug Treatment Units of Service

1. Admit to Contractors nonresidential alcohol and drug treatment program a minimum of fifty seven (57) program participants per fiscal year, who meet the population criteria identified in Contractors treatment proposal. Contractor per fiscal year.
2. Contractor will provide one thousand seven hundred and sixteen (1716) hours of staff availability dedicated to these nonresidential alcohol and drug treatment services including face-to-face contacts, preparation time, and record keeping time per fiscal year. 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 after intake for each program participant.
2. Services will include, at a minimum, .5 hours of individual counseling per week, 1.5 hours of recovery-oriented group counseling per week, and one (1) alcohol and drug free socialization activity per quarter. Individual and group counseling will be made available both days and evenings.
3. Program topics will include addiction and recovery specific topics, the twelve-step model of recovery, family dynamics, self-esteem, communication and conflict resolution, relapse prevention, disease model of substance abuse, health issues, housing options, financial management, interviewing and job application skills, and educational issues.
4. Ancillary support services will include access to HIV/AIDS, HEP A.B.C, and STD testing and education, vocational and educational training,

preventive health, evaluation and referral for medical co-occurring issues, and financial assistance.

5. Case coordination and referrals with other San Mateo County providers as necessary.
6. Aftercare services will be provided to program participants upon completion of Contractors treatment program, and 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 including ongoing program activities, group and individual support, education, and ongoing links to community services for each program participant.
7. 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.
8. Provide or facilitate at least one alcohol and drug free socialization activity for participants.
9. Provide access to twelve-step meetings including Alcoholics Anonymous, Narcotics Anonymous.

C. Nonresidential Alcohol and Drug Treatment Payment Rate
See Exhibit P-1 – Rates of Payment.

EXHIBIT C-1
NON REIMBURSABLE SERVICES
Driving Under the Influence and Deferred Entry to Judgment Programs and Payments
(FLAT RATE TREATMENT SERVICES AGREEMENT)
Sitike Counseling Center
July 1, 2006 through December 31, 2007

Contractor will provide Driving Under the Influence and Deferred Entry of Judgment services at location(s) subject to mutual agreement in San Mateo County. County will not pay Contractor any money whatsoever for the non reimbursable 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.
- 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 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. **DEFERRED ENTRY OF JUDGMENT (DEJ)**

A. **DEJ Program Requirements**

The DEJ programs shall conform with each of the following:

1. **Governing Policies:**
 - a. The DEJ program requirements, as specified in all applicable California laws, and Codes, and any other related programs as requested by County Probation and agreed upon by the County Alcohol and Drug Services Administrator.
 - b. County rules and regulations outlined in correspondence and bulletins published by the County Alcohol and Drug Services Administrator or her designee.
 - c. Applicable State directives issued by the California Department of Alcohol and Drug Programs (ADP).
 - d. Court orders.

B. **DEJ Program Services**

The DEJ program will provide to each DEJ program participant service hours of the type and in the amounts required by the above and the Courts, and/or the County Alcohol and Drug Services Administrator and/or County Probation.

1. Services shall include but not be limited to:
 - a. group and individual counseling/education;
 - b. urine drug screens; and
 - c. assessment, and referral when appropriate.

C. **DEJ Objectives**

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

D. **DEJ Program Content**

The DEJ program will provide education at all levels of service.

1. DEJ program content and structure will be per County rule and regulations outlined in correspondence and bulletins published by the County Alcohol and Drug Services Administrator.

III. DUI AND DEJ PAYMENT SCHEDULE

In full consideration of the non reimbursable 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 C, and that the following provisions shall be met:

A. DUI and DEJ Client Fees

1. The maximum Driving Under the Influence (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.
2. The maximum client fee for the Deferred Entry of Judgment (DEJ) programs shall be fixed by the County Alcohol and Drug Services Administrator, subject to the approval of the County Board of Supervisors.
3. The maximum client fee for the DEJ Education Sanction program shall be fixed by the County Alcohol and Drug Services Administrator.

B. DUI and DEJ Client Fee Guidelines

1. Any increase in 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 III.B.3., herein below.
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. A five percent (5%) 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 less collections for drug testing for the Deferred Entry of Judgment (DEJ) program.
3. Administrative fees described hereinabove must be submitted monthly. In the event that submission is not postmarked by the Twenty one (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 one (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 monthly. Copies of all quarterly 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.
4. Contractor's gross revenue shall include ancillary, make-up, late, reduced, and incomplete fees, duplicative completion certificate fees, and fees for dishonored checks.
5. 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.

IV. 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 F
AOD DEVELOPMENTAL CONTRACT AMENDMENT
OVERVIEW & DELIVERABLES
SITIKE COUNSELING CENTER

Background

Alcohol and Other Drug Services completed Strategic Directions 2010, a three-year strategic plan which was accepted by the San Mateo County Board of Supervisors on November 7, 2006. The Plan's three key strategic directions include: (1) the establishment of priority populations which will receive primary access to services; (2) requires system-wide improvements to the service delivery system in such areas as: co-occurring substance abuse and mental health disorders, cultural responsiveness, service integration and data collection, analysis and reporting; and (3) resource development and community capacity building to ensure sustainability of services and providers within the system.

We recognize that the directions established by the AOD Plan are different from the current service delivery system. To align the current treatment system funded by the County of San Mateo with Strategic Directions 2010, this contract will emphasize a developmental approach to making changes called for in the AOD Plan.

This developmental approach involves the implementation of performance improvement and technical assistance activities, as described in the HSA contract section on Outcome Based Management. In addition, this process is intended to provide a framework to assist contractors to make progress in identifying and serving individuals in "special populations", particularly those with co-occurring mental health and substance abuse disorders, as described in Attachment 5 Section 3.C. of contractors current contract.

AOD realizes that Sitike Counseling Center may already be engaged in activities to improve the quality of services for clients. Therefore, as part of this amendment, AOD intends to identify the performance and quality improvement activities and partnerships which are called for in the AOD Plan, to establish a baseline of existing activities.

In addition, the AOD Plan identifies specific populations to receive priority access to service. We realize that the current populations served may be different. Before we are able to determine a percentage of each population for service, we must understand who the treatment system currently serves.

It is, with these considerations, that the following deliverables were developed.

Providers have two options for informing AOD of provider specific deliverables for the below system-wide improvements.

1. Provider may inform AOD within 10 days of contract negotiations the specific activities chosen to meet the requirements in the amendment. These activities will be included within the contract amendment
2. If Provider needs more time to identify deliverables, Provider will inform AOD in writing the specific activities chosen to meet this requirement within 30 days of the execution of this amendment.

Treatment Provider System-wide Improvement Deliverables

1. By July 31, 2007, Sitike Counseling Center will attend and participate in at least one AOD provided performance and quality improvement training. This training will include, but will not be limited to: principles and key elements of a performance and quality improvement process and plan in the context of a non-profit drug and alcohol treatment system.
2. Sitike Counseling Center will participate in a quality improvement partnership with AOD to move towards co-occurring capable service delivery. Partnership activities should include but are not limited to: improvement in welcoming those with co-occurring substance abuse and mental health disorders and improvement in the identification of clients with co-occurring disorders. Provider should consider those current activities as indicators of the co-occurring capable quality improvement partnership.

Quality Improvements currently under way:

- improve the identification of clients with co-occurring disorders by developing assessment questions to better screen for those with a co-occurring disorders,
 - develop and implement a data base for a second primary DSM code,
 - train 5 counselors in the screening of co-occurring disorders, with funds provided through the Mental Health reserves.
 - provide in house clinical training to enhance staff' cultural responsiveness
 - participate in CCISC Change Agent forums
 - participate in the CCISC Steering Committee
3. Sitike Counseling Center will participate in a quality improvement partnership to move towards the priorities identified by the AOD Plan. Partnership activities could include but are not limited to activities to: improve treatment of those with methamphetamine addiction, tailor treatment approaches to ensure cultural responsiveness to clients, improve data collection, analysis and reporting, support staff to obtain counselor certification, and others.

Quality Improvements currently under way:

- participate in CCISC Change Agent forums
 - participate in the CCISC Steering Committee
 - provide in house clinical training to enhance staff's ability to identify clients with co-occurring disorders
 - provide in house clinical training to enhance staff' cultural responsiveness
4. By June 30, 2007, Sitike Counseling Center will provide its best available data on the percentage of clients served in the 2006 calendar year who fall into each of the four priority populations. Based upon baseline data, AOD and Sitike Counseling Center will develop an achievable estimated target percentage of Sitike Counseling Center's clients for the coming year that will fall into at least one of the four priority populations identified in the AOD Plan.
 5. In order to measure our progress in implementing the priorities of the AOD Plan, Sitike Counseling Center shall conduct and complete by August 1, 2007 a self assessment (CODECAT Evaluation Tool) to establish a baseline of progress towards AOD Strategic

Plan outcomes, including co-occurring disorder capability for each program. Results of the self assessment and recommendations for future improvements will be made.

6. By October 30, 2007, Sitike Counseling Center will develop at least one quality improvement activity related to the assessment noted in item number five.

Sitike will meet this requirement by implementing the CodeCat Evaluation tool on five direct service staff to assess their capability and competency levels in working with clients with co-occurring disorders.

7. Sitike Counseling Center will inform the County on a semi annual basis (January 30, 2008) of the progress on the above items.
8. AOD will offer access to consultation, technical assistance and training to assist Sitike Counseling Center in making progress in these areas, and encourages Sitike Counseling Center participate in this assistance as appropriate.

EXHIBIT P-1 - FLAT RATE AGREEMENT RATES OF PAYMENT

Alcohol and Drug Treatment Services
SITIKE COUNSELING CENTER
 July 1, 2006 through December 31, 2007
 Funding for FY 2006/07 (7/1/06 - 6/30/07)

Service Modality	Authorized Contract Amount	Monthly Amount	Authorized Units	Staff Available Hours (SAH) or Visit Days (VD)	Authorized Unit Rate
County Funded Non Residential	\$ 33,769	\$ 2,814.08	1,144	SAH	\$ 29.52
NNA Funded Non Residential	\$ 36,017	\$ 3,001.42	1,221	SAH	\$ 29.50
NNA Funded Perinatal Intensive Day	\$ 179,085	\$ 14,923.75	1,090	VD	\$ 164.30
Contract Obligation for FY 06-07	\$ 248,871				

Funding for 7/1/2007 through 12/31/07

Service Modality	Authorized Contract Amount	Monthly Amount	Authorized Units	Staff Available Hours (SAH) or Visit Days (VD)	Authorized Unit Rate
County Funded Non Residential (+ 3% COBI)	\$ 17,391	\$ 2,898.51	572	SAH	\$ 30.40
NNA Funded Non Residential (+ 3% COBI)	\$ 18,549	\$ 3,091.46	611	SAH	\$ 30.38
NNA Funded Perinatal Intensive Day (+ 3% COBI)	\$ 92,229	\$ 15,371.46	545	VD	\$ 169.23
# Contract Obligation for 7/1/07 through 12/31/07	\$ 128,169				

Total Contract Obligation for 7/1/2006-12/31/2007

\$ 377,040

Based on availability of funds

ATTACHMENT 3-1
HIV/AIDS Services
(Flat Rate Treatment Services Agreement)
Sitike Counseling Center
July 1, 2006 through December 31, 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 education as a recovery issue, risk assessment and prevention education, culturally sensitive informational 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 informational 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 4-1
Payment and Monitoring Procedures
(Flat Rate Treatment Services Agreement)
Sitike Counseling Center
July 1, 2006 through December 31, 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 for each quarter in fiscal year 2006-07:
 - First Quarter: October 23, 2006
 - Second Quarter: January 22, 2007
 - Third Quarter: April 23, 2007
 - Fourth Quarter: July 23, 2007

Reports are due on the following dates for each quarter in fiscal year 2007-08:

- First Quarter: October 22, 2007
 - Second Quarter: January 21, 2008
- 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.
 - b.

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;
 - 5. Monthly DATAR Reports
 - 6. Other requested reports
- B. A County program liaison may 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 may 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 monthly payments as described in Exhibit P-1. County will pay Contractor's monthly payment within 30 days, upon timely submission of reports as outlined above.
 - 1. The amount that county shall pay is not to exceed the contracted term

amount per paragraph three of the body of the Agreement.

- 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 for fiscal year 2006-07 and August 15, 2008 for fiscal year 2007-08.
- 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 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 5-1
Program Specific Requirements
(Flat Rate Treatment Services Agreement)
Sitike Counseling Center
July 1, 2006 through December 31, 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 month 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 month 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.
- H. Effective July 1, 2007 ADP will only accept DATAR Reports submitted electronically via the web. Treatment programs are required to send monthly DATAR information to ADP by the tenth of the following month of service delivery.

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 populations identified by the AOD Strategic Directions 2010 Plan:
 - a) Families with young children
 - b) Youth
 - c) Homeless families and individuals
 - d) Adults in the criminal justice system
 2. Work collaboratively with the County to provide treatment services to the following priority population listing as identified by NNA/SAPT requirements
 - a. Pregnant injection drug users;
 - b. Pregnant substance users;
 - c. Pregnant Intravenous Drug Users (IDU);
 - d. Parenting injection drug users;
 - e. Parenting substance users
 3. Work collaboratively with the County to provide treatment services to the following AOD System-wide improvements issues identified by the AOD Strategic Directions 2010 Plan:
 - a. Co-occurring substance abuse and mental health disorders
 - b. Methamphetamine use
 - c. Cultural responsiveness for diverse cultures
 4. Build and strengthen partnerships with Community Based agencies and other San Mateo County agencies to integrate services for a quality continuum of care.
 5. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
 6. Demonstrate a commitment, in good faith, to recruit and retain program staff who can communicate with and relate to diverse populations.
 7. 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.
 8. Contractor will give priority admission to San Mateo County residents.
- 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. 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, for fiscal year 2006-07 and November 15, 2008, for fiscal year 2007-08. 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.