

<b><u>CONTRACT AMOUNT</u></b>	<b>Up to a maximum of \$158,000</b>	<b><u>CONTRACT TERM</u></b>			
		<b>Start Date :</b>	4/1/2007		
		<b>End Date :</b>	6/30/2008		
<b><u>COUNTY REPRESENTATIVE</u></b>		<b><u>CONTRACTOR REPRESENTATIVE</u></b>			
Director, Alcohol and Other Drug Services		Linda Carlson, Executive Director			
400 Harbor Blvd., Bldg. C		1450 Chapin Ave 1st Floor			
Belmont, CA 94002		Burlingame, CA 94010			
(650)802-5057	Fax: (650)802-6440	(650)348-6603	Fax: (650)348-0615		

**FEE FOR SERVICE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND WOMEN'S RECOVERY ASSOCIATION FOR ALCOHOL AND DRUG TREATMENT SERVICES**

THIS AGREEMENT, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Women's Recovery Association, hereinafter called "Contractor";

**W I T N E S S E T H:**

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

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

**WHEREAS**, both parties now wish to enter into a Fee For Service Agreement for the period of 4/1/2007 to 6/30/2008, for a total maximum obligation of \$158,000.

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

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

**1. Exhibits**

- Exhibit A: Description of Services
- Exhibit B: Description of Services – Amounts and Method of Payment
- Exhibit C: Outcome Based Management (OBM)
  
- Attachment 1: Compliance with Section 504
- Attachment 2: Contractor's Declaration Form

- Attachment 3: Fingerprinting Compliance
- Attachment 4: HIV/AIDS Services
- Attachment 5: Payment and Monitoring Procedures
- Attachment 6: Program Specific Requirements
- Attachment 7: Additional State Negotiated Net Amount (NNA) Requirements

## **2. Services to be performed by Contractor**

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

## **3. Payments**

### **A. Maximum Amount**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed One Hundred and Fifty Eight Thousand Dollars (\$158,000).

### **B. Time Limit for Submitting Invoices**

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachments herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than 180 days after the date Contractor renders the services, or more than 90 days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the tenth day of each month.

## **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from 4/1/2007, through 6/30/2008.

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

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

**5. Availability of Funds**

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

**6. Relationship of Parties**

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

**7. Hold Harmless**

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

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

**8. Assignability and Subcontracting**

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

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
  
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "1," which prohibits

discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

**11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

## **12. 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.

## **13. Retention of Records, Right to Monitor and Audit**

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

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

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

## **14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall

prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**15. Controlling Law**

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

**16. Notices**

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

**IN THE CASE OF COUNTY, TO:  
COUNTY OF SAN MATEO  
DIRECTOR, ALCOHOL AND OTHER  
DRUG SERVICES  
400 HARBOR BLVD. BLDG. C  
BELMONT, CA 94002**

**IN THE CASE OF CONTRACTOR, TO:  
WOMEN'S RECOVERY ASSOCIATION  
LINDA CARLSON, EXECUTIVE DIRECTOR  
1450 CHAPIN AVE 1ST FLOOR  
BURLINGAME, CA 94010**

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands to this Fee For Service Agreement.

**COUNTY OF SAN MATEO**

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

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

**WOMEN'S RECOVERY ASSOCIATION**

By: Linda Carlson, Executive Director  
Print Name & Title

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**EXHIBIT A - DESCRIPTION OF SERVICES**  
**(Fee For Service Agreement)**  
**WOMEN'S RECOVERY ASSOCIATION**  
**April 1, 2007 through June 30, 2008**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. Description of Services to be Performed by the Contractor

A. Residential and Perinatal Alcohol and Drug Treatment Services

Contractor shall provide women's residential alcohol and drug treatment services beds (as described in Paragraph I.A.1) or perinatal residential alcohol and drug treatment services beds (as described in Paragraph I.A.2.) on an as-available and as-needed basis. Referrals for the use of beds must come through Mental Health Services Deputy Director or designee.

1. Residential Alcohol and Drug Treatment Services

Contractor shall provide the following services which are part of Contractor's basic women's residential alcohol and drug treatment program:

- a. Intake, assessment using the Addiction Severity Index-Lite (ASI-Lite), recovery planning, relapse prevention, and discharge planning;
- b. Weekly education classes and group counseling sessions and document participation in participants case records;
- c. Have program participants attend at least four (4) meetings of Alcoholics Anonymous, Narcotics Anonymous, and/or other self-help groups during their participation in the program;
- d. Refer all appropriate unemployed program participants to the Department of Rehabilitation for assessment, job training, and placement;
- e. Review all medical needs of program participants and make appropriate referrals as required;
- f. Provide or facilitate alcohol and drug free socialization activities for participants;
- g. Provide each participant with food, shelter and other basic needs while each such participant is in Contractor's residential alcohol and drug treatment program;

- h. Work with County to coordinate client transportation needs;
- i. Provide aftercare services upon completion of Contractor's residential alcohol and drug treatment program. Such aftercare services shall include development of an aftercare plan with each program participant prior to the final phase of the treatment program; and
- j. Provide follow-up including administering the ASI-Lite at six (6) months after intake for each program participant.

2. Perinatal Residential Alcohol and Drug Treatment Services

- a. Perinatal residential alcohol and drug treatment participants must be either pregnant and 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 women who are trying to regain legal custody of their children are also included.
- b. Contractor shall provide all of the services in the women's residential alcohol and drug treatment services described in Paragraph I.A.1. plus the following services which are part of the Contractor's basic perinatal residential alcohol and drug treatment program:
  - i. Parenting skills education including parenting styles, discipline, communication and self-esteem building, child abuse prevention, male involvement, and infant care;
  - ii. Address family reunification issues so program participants may work to maintain family structure and may have a family base to return to upon completing Contractor's program;
  - iii. Provide appropriate childcare; and
  - iv. Provide psycho-educational groups, process groups, individual counseling, and "Mommy and Me" groups.

B. Intensive Nonresidential Alcohol and Drug Treatment Services (Intensive Outpatient Services)

- 1. Contractor shall provide three (3) hours a day of intensive nonresidential alcohol and drug treatment services. Such services shall be provided for clients three (3) to five (5) days per week as referred by the Mental Health Services Deputy Director or designee.

2. Contractor shall provide the following services which are part of Contractor's basic women's intensive nonresidential alcohol and drug treatment program:
  - a. Intake, assessment using the Addiction Severity Index-Lite (ASI-Lite), recovery planning, relapse prevention, and discharge planning;
  - b. Two (2) individual counseling sessions per month;
  - c. A minimum of three (3) hours of recovery-oriented group counseling per week. Program topics will include addiction and recovery, parenting skills, health issues, the twelve-step model of recovery, family dynamics, self-esteem, communication and conflict resolution, disease model of substance abuse, health issues, housing options, financial management, interviewing and job application skills, and ongoing educational workshops;
  - d. Ancillary support services will include access to HIV/AIDS, HEP A,B,C, and STD testing and education, English as second language (ESL) classes, vocational and educational training, preventive health, and financial assistance;
  - e. Case coordination and referrals with other San Mateo County providers as necessary;
  - f. Collateral services will be provided to family member including education on substance abuse behavior and lifestyle, along with educational meetings on how to give support to the family member in treatment;
  - g. Opportunities will be provided for participants to engage in community involvement activities, encouraging them to be active in their community and in society. These activities may include community service;
  - h. Aftercare services upon completion of Contractor's intensive nonresidential alcohol and drug treatment program. Such aftercare services shall include development of an aftercare plan with each program participant prior to the final phase of the treatment program; and
  - i. Provide follow-up including administering the ASI-Lite at six (6) months after intake for each program participant.

C. Nonresidential Alcohol and Drug Treatment Services (Outpatient Services)

For each client referred to Contractor's nonresidential alcohol and drug treatment services Contractor shall provide:

1. Recovery-oriented group counseling. Program topics will include addiction and recovery, parenting skills, health issues, the twelve-step model of recovery, family dynamics, self-esteem, communication and conflict resolution, disease model of substance abuse, health issues, housing options, financial management, interviewing and job application skills, and ongoing educational workshops; and
  2. Two (2) hours of relapse prevention each month including ongoing program activities, group and individual support, education, and ongoing links to community services.
- D. Contractor's representative shall participate three (3) hours a week in the Pathways for Women program meetings at a time and location determined by the County.
- E. County staff will develop and maintain mental health client treatment plans, provide case management and medication support services, and work with Contractor to coordinate client transportation needs.
- F. Administrative Requirements
1. Paragraph 13 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.
  2. Administering Satisfaction Surveys  
  
Contractor agrees to administer/utilize any and all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.
  3. Cultural Competency
    - a. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training;

- b. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated; and
  - c. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.
4. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Mental Health Adult Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.
  5. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this Agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: [www.Exclusions.OIG.HHS.Gov](http://www.Exclusions.OIG.HHS.Gov).
  6. Goals and Objectives

Contractor shall ensure that the following outcomes are pursued throughout the term of this Agreement:

Goal: To enable seriously mentally ill and dually diagnosed adults to remain in the community and to reduce incarceration, homelessness, and institutionalization.

Objective 1: Fifty percent (50%) of clients admitted to Contractor's treatment programs will successfully complete treatment.

Data collection to be completed by the Contractor.

Objective 2: Eighty percent (80%) of clients who successfully complete treatment will be (illicit) drug and alcohol free six (6) months post admission to treatment.

Data collection to be completed by the Contractor.

Objective 3: Seventy percent (70%) of clients who successfully complete treatment will be (illicit) drug and alcohol free twelve (12) months post admission to treatment.

Data collection to be completed by the Contractor.

Objective 4: Eighty percent (80%) of clients who successfully complete treatment will not be re-arrested during the twelve (12) months following admission to treatment.

Data collection to be completed by the County.

**EXHIBIT B – DESCRIPTION OF SERVICES**  
**AMOUNT AND METHOD OF PAYMENT**  
**(Fee For Service Agreement)**  
**WOMEN'S RECOVERY ASSOCIATION**  
**April 1, 2007 through June 30, 2008**

I. Amount and Method of Payment:

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

A. Rates for Services:

1. Contractor shall provide women's residential alcohol and drug treatment services beds (as described in Paragraph I.A.1 of Exhibit A) or perinatal residential alcohol and drug treatment services beds (as described in Paragraph I.A.2. of Exhibit A) at the rate of ONE HUNDRED THIRTY-FIVE DOLLARS (\$135) per day.
2. For each client referred to Contractor's intensive nonresidential alcohol and drug treatment services (as described in Paragraph I.B. of Exhibit A) Contractor shall provide three (3) hours a day of intensive nonresidential alcohol and drug treatment services at the rate of ONE HUNDRED SIXTEEN DOLLARS (\$116) per day. Such services shall be provided three (3) or five (5) days per week.
3. For each client referred to Contractor's nonresidential alcohol and drug treatment services (as described in Paragraph I.C. of Exhibit A), Contractor shall provide nonresidential alcohol and drug treatment services at the rate of THIRTY-EIGHT DOLLARS AND SEVENTY CENTS (\$38.70) per hour.

B. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FIFTY-EIGHT THOUSAND DOLLARS (\$158,000).

C. Director of Health or the Director's designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

D. Monthly Reporting

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. The invoice shall include a summary of services and changes for the month of service.

2. Contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
    - a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s); or
    - b. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided, and duration of service.
  3. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.
- E. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- F. In the event this Agreement is terminated prior to June 30, 2008, the Contractor shall be paid for services already provided pursuant to this Agreement.
- G. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- H. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
- I. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at \_\_\_\_\_ California, on \_\_\_\_\_, 200\_

Signed \_\_\_\_\_ Title \_\_\_\_\_ Agency \_\_\_\_\_”

**EXHIBIT C**  
**OUTCOME BASED MANAGEMENT (OBM)**  
**(Fee For Service Agreement)**  
**WOMEN'S RECOVERY ASSOCIATION**  
**April 1, 2007 through June 30, 2008**

**I. Contractor's Responsibilities**

Engage in activities and supply information required to implement the County's Outcome Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- A. Attend planning and informational meetings;
- B. Develop program performance and outcome measurements;
- C. Collect and submit data necessary to fulfill measurement requirements;
- D. Participate in technical assistance and training events offered by the Health Department and seek technical assistance and training necessary to fulfill measurement requirements;
- E. Participate in a review of performance and outcome information; and
- F. Comply with OBM Implementation Guidelines as specified in memos released by the Health Department.

**II. Health Department's Responsibilities**

- A. Provide technical assistance and support to assist Contractor's implementation of the County's OBM initiative;
- B. Issue and review OBM Implementation Guidelines; and
- C. Conduct review of performance and outcome information.

**ATTACHMENT 1**  
**Assurance of Compliance with Section § 504**  
of the Rehabilitation Act of 1973, as Amended  
**(Fee For Service Agreement)**  
**WOMEN'S RECOVERY ASSOCIATION**  
**April 1, 2007 through June 30, 2008**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section § 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulations.

---

Name of § 504 Person - Type or Print

Women's Recovery Association  
1450 Chapin Ave 1st Floor  
Burlingame, CA 94010

---

Name of Contractor(s) – type or Print

---

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

---

Date

---

Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

**ATTACHMENT 2**  
**COUNTY OF SAN MATEO**  
**Contractor's Declaration Form**  
**WOMEN'S RECOVERY ASSOCIATION**  
**April 1, 2007 through June 30, 2008**

**I. CONTRACTOR INFORMATION**

Contractor Name:	Women's Recovery Association	Phone:	(650)348-6603
Contact Person:	Linda Carlson, Executive Director	Fax:	(650)348-0615
Address:	1450 Chapin Ave 1st Floor Burlingame, CA 94010		

**II. EQUAL BENEFITS (check one or more boxes)**

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION (check appropriate box)**

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE (check one or more boxes)**

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.

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

Signature	Name
Date	Title

**ATTACHMENT 3**  
**FINGERPRINTING CERTIFICATION FORM**  
**(Fee For Service Agreement)**  
**WOMEN'S RECOVERY ASSOCIATION**  
**April 1, 2007 through June 30, 2008**

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

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 4**  
**HIV/AIDS**  
**(Fee For Service Agreement)**  
**WOMEN'S RECOVERY ASSOCIATION**  
**April 1, 2007 through June 30, 2008**

Contractor will provide the following HIV/AIDS services which are part of all Contractors basic alcohol and drug treatment program(s):

- A. Contractor's program directors will attend administrator training provided jointly by the San Mateo County AIDS Program and the Health Department's Alcohol and Drug Services, or equivalent training designed specifically for administrators of alcohol and/or drug treatment programs and approved by the Alcohol and Drug Services Administrator.
- B. Contractor's staff will attend a minimum of two hours of HIV update training specifically designed for counselors in alcohol and drug recovery programs. This requirement may be met by attendance at the San Mateo County AIDS Program in-service for alcohol and drug treatment staff, or equivalent training approved by the Alcohol and Drug Services Administrator. 75% of Contractor's staff will receive this training.
- C. Contractor will make available to each program participant (and families as appropriate) individual HIV/AIDS as a recovery issue, risk assessment and prevention education, culturally sensitive materials and necessary knowledge and skills for attitude and behavior change. Contractor must have up-to-date information readily available for participants on HIV testing and counseling, needle exchange programs and written information on HIV/AIDS and Hepatitis A, B and C. Contractor must also make access to condoms available to all program participants.
- D. Contractor will consult with San Mateo County AIDS Program to determine the best way for the AIDS Program, or Contractor's staff trained by the AIDS Program, to deliver HIV/AIDS group education to program participants. HIV/AIDS group education for participants will occur monthly for two hours, with participant attendance expected. Group education will be designed with recovery as a focus, and will include culturally sensitive materials, and necessary knowledge and skills for attitude and behavior change.
- E. Contractor will coordinate with the Alcohol and Drug Services Administrator, and San Mateo County AIDS Program to develop a plan for either on-site or easy access to HIV antibody testing including phlebotomy, for program participants through County AIDS Program HIV testing services. HIV antibody testing and counseling will be conducted according to California State Law including HIV testing/AIDS confidentiality laws, and California State Office of AIDS guidelines by certified HIV counselors.

**ATTACHMENT 5**  
**PAYMENT AND MONITORING PROCEDURES**  
**(Fee For Service Agreement)**  
**WOMEN'S RECOVERY ASSOCIATION**  
**April 1, 2007 through June 30, 2008**

**I. Final Settlement Payment**

Final settlement payment for this Agreement shall be no greater than the actual net allowable costs for actual or accrued expenditures made pursuant to the annual budget for contracted services submitted by Contractor for the term of the Agreement. Actual net allowable costs will be determined by the final/year-end Cost Report.

**II. 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, 2008.
- C. Contractor's final/year-end Cost Report may serve as Contractor's final budget revision upon approval of the AODS Administrator or designee.

**III. 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 revenue, expenditure and units of service reports;
  - 3. Participant fee schedule;
  - 5. Final/year-end Cost Report;
  - 6. Addiction Severity Index (ASI) at intake, six month follow-up after intake;
  - 7. Monthly Drug Abuse Treatment Access Report (DATAR) as appropriate by program modality;
  - 8. Monthly units of service reports;
  - 9. Monthly hours of staff availability reports (for services other than residential);
  - 10. Quarterly narrative report;
  - 11. Outcome objectives data/report; and
  - 12. Capacity/utilization report to the state.
- B. County will release to Contractor any payments withheld under this section to Contractor when County verifies that Contractor has submitted all required documents.

**IV. Documentation Required for Payment**

- A. County shall pay Contractor within 30 days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate.
- B. Invoices and/or supporting documentation that are inaccurate or contain inconsistencies must be corrected by Contractor and a new invoice submitted prior to payment.

**V. Procedures in the Event of Non-renewal of Agreement**

- A. County shall provide Contractor with 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 180 days from notice of termination of the Agreement or from expiration of the term.

**VI. Contractor's Risk in Providing Extra Services**

Services provided by Contractor more than 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.

**VII. CONTRACTOR'S RESPONSIBILITIES**

- A. Reporting Requirements for Alcohol and Drug Treatment Services:
  - 1. Submit to County the monthly units of service report describing actual delivery of services provided under the Exhibits herein. Submit report within ten calendar days after the end of each month.
  - 2. Submit to County a copy of the monthly Drug Abuse Treatment Access Report (DATAR). Submit a copy of report within ten calendar days after the end of each month. Submit original report to California Department of Alcohol and Drug Programs.
  - 3. Submit to County Quarterly Expenses, Revenues and Units of Service reports outlining expenditures made, revenues received and units of service provided for each quarter, year-to-date. Submit reports within ten calendar days after the end of each quarter.
  - 4. Submit to County quarterly narrative reports describing actual delivery of services provided under the Exhibits and listing the current members of Contractor's governing board. Explain any variations from expected

service levels. Submit quarterly narrative reports by the end of the month following each quarter.

5. Submit to County the alcohol and drug treatment outcome objectives data based on data collected from the ASI. Contractor will utilize the ASI as the baseline tool for outcome measures. Submit data as specified in the March 28, 2000 Addiction Severity Index memo from Alcohol and Drug Services and any addenda thereto, and as directed by the County Alcohol and Drug Services Manager or her designee.

## **VIII. 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 expenses, revenues, narrative and units of service reports;
  2. Financial reports such as annual budgets, cost allocation plans, and cost reports;
  3. Incident report;
  4. Monthly reports;
  5. Outcome data/reports; and
  6. Other requested reports.
  
- B. A County program liaison will visit Contractor during the contract term. The visits shall be for the purpose of reviewing any aspect of Contractor's program operations. The visit may include, but is not limited to:
  1. Review of all pertinent participant records;
  2. 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; and
  5. Conduct site visit(s) to Contractor's program(s) at least once during the term of the Agreement to review all aspects of program operations. Site visit(s) may include a review of Contractor's programmatic and fiscal documentation related to required reports on services specified in the Exhibits.
    - a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required; and
  6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) at least once during the contract term.
  
- C. Alcohol and Drug Services will conduct monthly provider meetings with representatives of all contracted service providers and appropriate staff. The purpose of these meetings shall be information sharing, discussion of service delivery, progress on stated goals and objectives and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.
- E. Alcohol and Drug Services shall act as intermediary on behalf of each contracted alcohol and drug service provider in the submission of the CalOMS treatment data to the State of California.

**ATTACHMENT 6**  
**PROGRAM SPECIFIC REQUIREMENTS**  
**(Fee For Service Agreement)**  
**WOMEN'S RECOVERY ASSOCIATION**  
**April 1, 2007 through June 30, 2008**

**I. GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Attend each of the following meetings:
  - 1. Quarterly Alcohol and Drug Treatment Provider's meetings;
  - 2. Other meetings as required by the County; and
  - 3. 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 8 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of Mental Health 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 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 six 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, 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 six 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 or 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 CERTIFICATIONS**

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 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 the prevention and 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 day advance notification will suffice when a member of the DAAB and the Alcohol and Drug Services Administrator, agree that an immediate visit is necessary.
2. Provide statistical information upon reasonable request of County.

E. Facility Requirements:

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

F. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount and Drug Medi-Cal Contract that are or become effective during the term of the contract that relate to providing publicly funded alcohol and drug services.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. Include the following:
  - a. A conflict of interest policy applicable to all of Contractor's program employees, which includes, but is not limited to, financial conflict of interest.
  - b. Personnel policies that discuss the following:
    - 1) Criteria regarding employment of disabled people, including recovering alcohol and drug abusers, for each position, including the minimum length of recovery required for each position.
      - a) Include criteria regarding the employment of current program participants.
    - 2) Criteria describing the required academic and/or experiential background of Contractor's program treatment and prevention staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, disorientation.
  - c. Program eligibility standards and policies and procedures for admission to and termination from the program.

- d. Procedures for obtaining medical, psychiatric evaluation and emergency services.
- e. Policies for maintaining participant records consistent with state and Federal laws. Surrender such records to County should Contractor's program cease operations.
- f. A statement of participant's rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
- g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
  - 1) 42 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 Alcohol and Drug Services Administrator).
  - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.
  - 3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.
- i. A policy statement on smoking in program facilities and during program activities.
- j. A policy statement on the use of medically-prescribed drugs for dually diagnosed participants or participants who have other medical problems.
- k. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

- 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.

2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
3. Disclose to County in writing, within 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. below, County may, at its option, deduct the amount owed from any payment due to Contractor or that will become due to Contractor under this Agreement.
  1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
  2. In the event that the federal, state or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.

- B. Maintain all financial records, perform all cost allocations and complete all financial reports according to standard accounting practices, as well as the California Department of Alcohol and Drug Programs Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budgets (OMB) Circular Nos. A-133.
- C. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
  - 1. Contractor will perform audit according to standard accounting practices.
  - 2. This expense is an allowable cost in Contractor's program budget.
  - 3. If County reasonably believes that the governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives 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 (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
  - 3. Contractor may conduct audit either annually or bi-annually. If Contractor conducts audit biannually, audit must cover a two-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 90 days after termination of this Agreement. Contractor shall submit a written request for additional time to complete the audit report, subject to County's written approval.
- E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of Mental Health 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 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 24-hours of the incident, as well as a written report to the Alcohol and Drug Services Administrator, within seven calendar days of any unusual incident.

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

1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes;
2. The death by any cause of a person currently receiving services from Contractor's program(s);
3. The death, under unusual circumstances, of any individual who has received services during the past six to 12 months from the agency;
4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this Agreement with the County (including the loss of key personnel);
5. Serious personal injury; and
6. Serious property damage.

**ATTACHMENT 7**  
**Additional Negotiated Net Amount (NNA) Requirements**  
**(Fee For Service Agreement)**  
**WOMEN'S RECOVERY ASSOCIATION**  
**April 1, 2007 through June 30, 2008**

The County's 2004-2008 state NNA contract requires the County to include the following provisions in all contracts in which state NNA funds are used to pay for drug and alcohol services. The parenthetical references in this Attachment refer to the section of the NNA Agreement that specify the requirements.

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

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

(Required by NNA Agreement FY 2004-08, Exhibit B, Section I.)

- 2. Contractor hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.

- A. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

- B. No state funds received under this contract will be used to assist, promote or deter union organizing.

- C. Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.

- D. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

(Required by NNA Agreement for FY 2004-08, Exhibit B, Paragraph M)

- 3. Confidentiality of Information:

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

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

- a. 42 USC Section 290 dd-2

- b. Title 42, CFR Part 2

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

- d. Section 11977 of the HSC

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

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

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

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

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

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

- D. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use of disclosure of confidential information by Contractor or its Subcontractors in violation of the applicable state and federal statues and regulations regarding confidentiality cited above.
  - E. Contractor shall monitor compliance with the above provisions on confidentiality and security and shall include them in all subcontracts.
- (Required by NNA Amendment Agreement for FY 2004-08, Exhibit B, Section O)

4. Nondiscrimination in Employment:

- A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and use of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
  - B. Contractor agrees to post, and further agrees to require its subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act {42 USC 2000(e)} in conformance with federal Executive Order No. 11246. Contractor agrees to comply, and further agrees to require its subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).
- (Required by NNA Agreement FY 2004-08, Exhibit B, Paragraph P)

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

6. No state or federal funds available under this contract will be used for the acquisition, operation or maintenance of computer software in violation of copyright laws. (Reference: Executive Order D-10-99 and Department of General Services Management Memo 00-02)  
(Required by NNA Agreement FY 2004-08, Exhibit B, Paragraph V)

7. If Contractor disagrees with state audit disallowances related to its programs, claims or services, the Contractor may request an appeal through the County Alcohol and Drug Services Administrator, who shall promptly forward the Contractor's appeal to the state in accordance with Document 1J, "Audit Appeals Process." (Required by NNA Agreement FY 2004-08, Exhibit D, Article IV, I. 10.)
8. Lobbying and Restriction and Disclosure Certification  
(Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)
  - A. Certification and Disclosure Requirements:
    - 1) Each person (or recipient) who requests or receives a contract, subcontract, grant or subgrant, which is subject to Section 1352 of 31 U.S.C., and which exceeds \$10,000 at any tier, shall file a certification (in the form set forth in Exhibit C, Document 1W, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by paragraph B, section 8.
    - 2) Each recipient shall file a disclosure (in the form entitled "Standard Form-LLL – Disclosure of Lobbying Activities") if such recipient has made or has agreed to make any payment using non appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under paragraph B of this provision if paid for with appropriated funds.
    - 3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affected the accuracy of the information contained in any disclosure form previously filed by such person under paragraph A, section 2 herein. An event that materially affects the accuracy of the information reported includes:
      - (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
      - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
      - (iii) A change in the officer(s), employee(s) or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
      - (iv) Each person (or recipient) who requests or receives from a person referred in paragraph A, section 1 above – a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
      - (v) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in paragraph A, section 1 above. That person shall forward all disclosure forms to ADP program contract manager.

B. Prohibition

- 1) Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer, or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement and the extension continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- 2) Restrictions on Salaries: Contractor agrees that no part of any federal funds provided under this Contract shall be used by it or any subcontractor to pay the salary of an individual in excess of \$171,900 per year.