



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: August 24, 2011
BOARD MEETING DATE: September 27, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health & Recovery Services

SUBJECT: Revenue Agreement with MHN Services dba Occupational Health Services

RECOMMENDATION:

Adopt a Resolution authorizing the:

- A) President of the Board to execute an Agreement with MHN Services dba Occupational Health Services, to provide First Offender Program and Multiple Offender Program Driving Under the Influence services to San Mateo County residents, for the term of July 1, 2011 through June 30, 2014 for a maximum collection of administrative fees of \$243,000; and
- B) Chief of the Health System or designee to execute contract amendments which modify the County's maximum collection of administrative fees 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.

BACKGROUND:

This revenue Agreement provides First Offender Program (FOP) and Multiple Offender Program (MOP) Driving Under the Influence (DUI) services to San Mateo County residents. The services include substance abuse education through peer support counseling that focuses on group discussion with emphasis on personal sharing. The objective of the DUI services is to enable participants to comply with court ordered participation, increase safety on the highways, and create self-awareness of alcohol and other drug abuse issues. This objective supports the goal of the program, which is to ultimately prevent future episodes of DUI's among participants

DISCUSSION:

The County is required by the State Department of Alcohol and Drug Services (ADP) to provide monitoring and oversight of MHN Services programs and authorizes MHN Services to levy and collect fees from clients in accordance with Title IX of the California Code of Regulations, Section 9878. Behavioral Health and Recovery Services (BHRS) collects an administrative fee from MHN Services for costs incurred in discharging its

statutory responsibility to monitor and oversee alcohol and drug programs. The rates for these administrative fees assessed by the County are approved by the California Department of Alcohol and Drug Programs.

This Agreement is necessary in order to provide monitoring and oversight of the MHN Services program and to allow the County to collect administrative fees. The Agreement is on the Continuing Resolution.

The Agreement and Resolution have been reviewed and approved by County Counsel. The Contractor's insurance has been reviewed and approved by Risk Management.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

The Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by additional educational and prevention resources to individuals who are in alcohol and drug treatment programs and in recovery. The provision of Ensuring basic health and safety for all is one established level of care. The services provided through this Agreement contribute to this measure. It is anticipated that 75% of clients who receive services will successfully complete program.

Performance Measure:

Measure	FY 2010-11 Estimate	FY 2011-12 Projected
Percentage of participants who successfully complete program.	75%	75%

FISCAL IMPACT:

The term of this revenue Agreement is July 1, 2011 through June 30, 2014. Payments to the County for administrative fees are 8% of gross revenue for FOP's, and 8% of gross revenue for MOP's. These fees are collected on a monthly basis. The anticipated amount of revenues for the three-year period is \$243,000. These fees cover all administrative costs associated with this program, and there is no Net County Cost. The anticipated amount for FY 2011-12 is \$81,000 which has been included in the BHRS FY 2011-12 Recommended Budget. Similar arrangements will be made for subsequent years.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

*** * * * ***

RESOLUTION AUTHORIZING THE: A) PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH MHN SERVICES DBA OCCUPATIONAL HEALTH SERVICES, TO PROVIDE FIRST OFFENDER PROGRAM AND MULTIPLE OFFENDER PROGRAM DRIVING UNDER THE INFLUENCE SERVICES TO SAN MATEO COUNTY RESIDENTS, FOR THE TERM OF JULY 1, 2011 THROUGH JUNE 30, 2014 FOR A MAXIMUM COLLECTION OF ADMINISTRATIVE FEES OF \$243,000; AND B) CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM COLLECTION OF ADMINISTRATIVE FEES 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.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby MHN Services dba Occupational Health Services shall provide enhanced services to Drug Court Clients for the period of July 1, 2011 to June 30, 2014, for a maximum collection of administrative fees of \$243,000; and

WHEREAS, this Board has examined the Agreement and has approved it as to both form and content and desires to enter into the Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum collection of administrative fees 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.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
MHN SERVICES dba: OCCUPATIONAL HEALTH SERVICES**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by
and between the COUNTY OF SAN MATEO, hereinafter called "County," and MHN
SERVICES, dba: Occupational Health Services, hereinafter called "Contractor";

W I T N E S S E T H:

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

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

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

1. Exhibits

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

- Exhibit A: Driving Under the Influence Services and Rates of Payment
- Exhibit B: Outcome Based Management (OBM) and Budgeting Responsibilities
- Attachment I: Compliance with Section 504
- Attachment II: Budget Procedures
- Attachment III: Monitoring Procedures
- Attachment IV: Program Specific Requirements

2. Services to be performed by Contractor

In consideration of the payments set forth in the Exhibits and Attachments herein, Contractor shall perform alcohol and drug treatment services as set forth in this Agreement and in the Exhibits and Attachments to the Agreement.

3. Fee

A. Maximum Amount

In full consideration of the oversight and support provided by County and of County's authorization of Contractor's provision of the services set forth in Exhibit A, and the client fees to be collected by Contractor, Contractor shall pay County the administrative fee set forth in Exhibit A, attached hereto and incorporated by reference herein. Contractor shall expend such funds received and retained in the manner described in Exhibit A.

B. Rate of Payment

The rates and terms of Contractor's payment to County shall be as specified in Exhibit A.

4. Program Budget

- A) Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget, which reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Chief of the Health System or designee.
- B) In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to Behavioral Health and Recovery Services (BHRS) the following will apply:
 - 1. Contractor will notify the Chief of the Health System or designee of transfers that in the aggregate are between ten percent (10%) and twenty percent (20%) of the maximum contract amount.
 - 2. Contractor will further notify Chief of the Health System or designee of transfers that in the aggregate equal or exceed twenty percent (20%) of the maximum contract amount, and in the event the Chief of the Health System or designee determines said transfer of twenty percent (20%) or more is inconsistent with the goals and objectives of the Chief of the Health System or designee, may require a re-negotiation of the Agreement.

5. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2014.

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

6. Child Abuse Prevention, and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

7. 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.

8. 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.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement except to a successor 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.

10. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval.

The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability, where insurable under a typical commercial general liability policy, assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to endeavor 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 Worker's 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 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,. 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) Professional Liability \$1,000,000

Contractor represents and warrants to the County that it does not provide transportation services or other similar services to its clients or any other persons.

County and its officers, agents, employees and servants shall be named as additional insured on comprehensive, general liability policy insurance and that if the County or its officers and employees have other insurance against the loss covered by such a policy, the County's 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.

11. Compliance with Laws; Payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

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

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

12. Non-Discrimination

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

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

In accordance with this Agreement 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.

13. Retention of Records, Right to Monitor and Audit

- (a) CONTRACTOR shall maintain all required records for five (5) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- (b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.
- (c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

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

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. Meet and Confer/Mediation

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

17. Notices

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

In the case of County, to:

County of San Mateo
Behavioral Health and Recovery Services
Alcohol and Other Drug Services
225 37th Ave
San Mateo, CA 94003

In the case of Contractor, to:

MHN Services DBA: Occupational Health
Services
1600 Los Gamos Drive, Suite 300
San Rafael, CA 94903

Signature Page To Follow

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MHN SERVICES dba OCCUPATIONAL HEALTH SERVICES


Contractor's Signature

Juanell Helmer
Print Name

Date: 8-17-11

EXHIBIT A- DRIVING UNDER THE INFLUENCE PROGRAMS AND PAYMENTS
MHN SERVICES dba: OCCUPATIONAL HEALTH SERVICES
FY 2011 - 2014

Contractor will provide Driving Under the Influence (DUI) services at location(s) subject to mutual agreement in San Mateo County. County will not pay Contractor any money whatsoever for the DUI program(s) specified below. In consideration of Title 9, Division 4, Chapter 3, Subchapter 4, Section 9878, the County will provide program oversight and authorizes 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) and Multiple Offender Program (MOP) 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. 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 (ADP), and California Department of Motor Vehicles (DMV).
- 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 DUI Program will provide to each program participant service hours of the type and in the amounts required by the Courts, and/or California Department of Motor Vehicles, and/or licensing authority, and the County Alcohol and Drug Services Administrator.

C. DUI Objectives:

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

D. DUI Program Content:

The program will be educational with peer support counseling that focuses on group discussion and emphasizes personal sharing.

Topics of the educational sessions will include:

1. Significance of DUI laws to the individual;
2. Socializing without alcohol and 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 education; and
18. Alcohol and drug related birth defects.

II. DUI PAYMENT SCHEDULE

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

A. DUI Client Fees:

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

B. DUI Client Fee Guidelines:

1. Any increase in DUI fees shall be approved by the County Board of Supervisors for service providers in San Mateo County.

2. Each person provided DUI program services by Contractor pursuant to this Agreement shall be assessed a fee by Contractor for such services, in accordance with Title IX of the California Code of Regulations, Section 9878, except for those individuals receiving income from General Assistance or those described in Paragraph II.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 for profit from each non-reimbursable 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 Services (ADP). Contractor shall remit monthly to County Alcohol and Drug Services Administrator the following:

1. An eight percent (8%) 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. An eight percent (8%) administrative fee for 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 Multiple Offender Program (MOP).
3. Administrative fees described hereinabove must be submitted monthly. 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. In the event that submission is not postmarked by the twentieth (20th) 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 twentieth (20th) 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.

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 the Director of BHRS or designee.

III. PROGRAM BUDGET

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 B - OUTCOME BASED MANAGEMENT
MHN SERVICES dba: OCCUPATIONAL HEALTH SERVICES
FY 2011 - 2014

- 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 BHRS and seek technical assistance and training necessary to fulfill measurement requirements;
 - E. Participate in a review of performance and outcome information

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

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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

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

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

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

Kenneth Rodriguez
Name of 504 Person - Type or Print

MHN Services d.b.a. OHS
Name of Contractor(s) - Type or Print

2025 Aerojet Road
Street Address or P.O. Box

Rancho Cordova, CA 95742
City, State, Zip Code

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

[Signature]
Signature

Director, Organization Effectiveness
Title of Authorized Official

8/18/2011
Date

*Exception: DHHS regulations state that:

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

ATTACHMENT II
Budget Procedures
MHN SERVICES dba: OCCUPATIONAL HEALTH SERVICES

I. BUDGETS:

- A. Contractor will submit to County for review and approval an annual budget covering all contracted services under this Agreement. Contractor will submit budget to County prior to execution of this Agreement.

- B. Contractor will submit to County a final/year-end Cost Report no later than August 15, 2012, for FY 2011-12; August 15, 2013, for FY 2012-13 and August 15, 2014, for FY 2013-14.

- C. Contractor shall submit to County submission of satisfactorily completed documents as follows: quarterly reports of direct services provided in the previous quarter. The following documents will be submitted to County by Contractor, as directed by the County:
 - a. Annual budget proposal
 - b. Cost allocation plan
 - c. Participant fee schedule
 - d. Quarterly revenue, expenditure
 - e. Quarterly narrative report
 - f. Outcome objectives data/report
 - g. Final/year-end cost report

ATTACHMENT III
Monitoring Procedures
MHN SERVICES dba: OCCUPATIONAL HEALTH SERVICES

I. CONTRACTOR'S RESPONSIBILITIES:

A. Reporting Requirements:

1. Submit to County Monthly Census Reports.
2. Submit to County quarterly revenue/expenditure reports outlining revenues received and expenditures made for each quarter, year to date, according to the approved budget submitted by Contractor to County prior to execution of this Agreement. Submit reports within ten (10) calendar days after the end of each quarter.

II. COUNTY'S RESPONSIBILITIES:

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

1. Financial reports such as annual budgets, cost allocation plans, and cost reports.
2. Quarterly narrative reports.
3. Outcome data/reports.
4. Other requested reports.

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

1. Review of all pertinent participant records.
2. 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 Exhibit A.

- a. Provide a written site review report documenting areas of compliance and any necessary corrective action(s) required.
- 6. A County program liaison will attend an organized activity of a selected component or selected components of Contractor's program(s) twice 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 provision, progress on stated goals and objectives, and communication regarding policy and procedure issues.
- D. Provide ongoing technical assistance as needed.

ATTACHMENT IV
Program Specific Requirements
MHN SERVICES dba: OCCUPATIONAL HEALTH SERVICES

I. GENERAL ADMINISTRATIVE REQUIREMENTS:

A. Attend each of the following meetings:

1. Monthly Alcohol and Drug Treatment Provider's meetings.
2. Special meetings as required by the County.

B. Subcontracting requirements:

1. Pursuant to Section 9 of the body of this Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of BHRS or designee.

C. 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. Maintain alcohol and drug treatment program participant records that include the following:

1. Intake form;
2. Signed fee determination;
3. Social history;
4. Alcohol and drug history;
5. Presenting problem;
6. Client Driving Under the Influence (DUI) Contract;
7. Progress notes;
8. Closure summary/discharge plan;
9. Documented quarterly review by consultant/supervisor;
10. Signed release of information as required; and
11. Signed confidentiality agreement.

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, BHRS, 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. Comply with applicable California Department of Alcohol and Drug Programs (ADP) certification and/or licensure of Contractor's alcohol and drug treatment program(s).
 - D. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay as determined by Title IX-9878. Contractor's basic alcohol and drug treatment plan will be submitted to, and approved by the County Alcohol and Drug Services Administrator.
 - E. Contractor shall maintain a written payment policy which will ensure that clients' payments are commensurate with their ability to pay for services, including those who are unable to pay as determined by Title IX-9878. Contractor's written payment policy will be submitted to Alcohol and Drug Services for approval within thirty (30) days of the execution of this Agreement.
 - F. Contractor's program(s) will abide by the decision of the Alcohol and Drug Services Administrator, in the event that a participant appeals the manner or amount of his/her fee determination.

III. PROGRAM CERTIFICATION:

In performing the services described in Exhibit A Contractor shall perform the following services and abide by the following provisions:

- A. Program Requirements:
 1. Make use of available community resources, including recreational resources.
 2. Operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location.
 3. Perform outreach activities to encourage individuals in need of alcohol and/or other drug services to reach these services.

B. Underserved Populations Requirements:

1. Work collaboratively with the County to provide outreach activities and prevention and treatment services to special and/or underserved populations that address their needs.
 - a. Work collaboratively with the County to provide multilingual, multicultural, and special population-oriented programs and/or alcohol- and drug-related materials in order to meet the needs of the people in the community(ies) served by Contractor.
 - b. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
 - c. Special and/or underserved populations include the following:
 - 1) Pregnant injection drug users;
 - 2) Pregnant substance users;
 - 3) Pregnant Intravenous Drug Users (IDU);
 - 4) Parenting injection drug users;
 - 5) Parenting substance users;
 - 6) Non-English speaking;
 - 7) Hearing impaired;
 - 8) Physically impaired;
 - 9) Gay/lesbian, transgender, bisexual;
 - 10) Elderly (for adult services);
 - 11) Pregnant women;
 - 12) HIV-positive;
 - 13) Persons with a co-occurring disorder; and
 - 14) Diverse cultures.
2. Demonstrate a commitment, in good faith, to recruit and retain program staff with at least two years experience in group facilitation as applicable to Title IX.
3. 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 in Paragraph B.1.c. above.

C. Administrative Requirements:

1. Provide statistical information upon reasonable request of County.

D. Facility Requirements:

1. Maintain wheelchair accessibility to program activities according to governing law, including the Americans with Disabilities Act (ADA), as applicable.
2. Provide service site(s) that will promote attainment of Contractor's program objectives. Arrange the physical environment to support those activities.

3. Decrease program costs when possible by procuring items at no cost from County surplus stores and by accepting delivery of such items by County.

E. Governance and Operational Requirements:

1. Comply with all federal, state, and San Mateo County governmental agencies regulations and requirements including applicable provisions of the County's Combined Negotiated Net Amount (NNA) 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's employees, which includes, but is not limited to, financial conflict of interest.
 - b. Personnel policies that discuss the following:
 - 1) Criteria regarding the employment of current program participants.
 - 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 laws, including the following:
 - 1) Federal Department of Health and Human Services, Public Health Service, 42 Code of Federal Regulation Part 2, entitled, "Confidentiality of Alcohol and Drug Abuse Patient Records; Final Rule."
 - 2) California "Mandated Blood Testing and Confidentiality to Protect Public Health Act" of 1985 and all amendments, regarding AIDS/HIV issues.
 - 3) Health and Safety Code Section 11812(c).

- h. An abstinence-based 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.

F. Conflict of Interest Requirements:

- 1. If Contractor is a nonprofit agency, Contractor will comply with the California Corporations Code on Non-Profit Corporations.
- 2. Do not permit any member of Contractor's governing board to have or acquire, directly or indirectly, any personal financial interest in the performance of this Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the governing board.
- 3. Disclose to County in writing, within fourteen (14) calendar days of the occurrence of any of the following circumstances:
 - a) When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
 - 1) Any member of Contractor's governing board.

- 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
 - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
- b) When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.
4. If the Alcohol and Drug Services Administrator reasonably determines that any activity constitutes a conflict of interest which is detrimental to program participants, program implementation, or program functioning, County may require Contractor to cease said activity.

IV. FISCAL CERTIFICATIONS:

In performing the services described in Exhibit A Contractor shall perform the following services and abide by the following provisions:

- A. 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 Program's Alcohol Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular Nos. A-128 and A-133.
- B. If it is deemed necessary by the Alcohol and Drug Services Administrator, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
 1. Contractor will perform audit according to standard accounting practices.
 2. This expense is an allowable cost in Contractor's program budget.
 3. If County reasonably believes that governing board may not have met its fiduciary and/or other contractual responsibilities, the Alcohol and Drug Services Administrator may reserve the right to develop the use of said audit and to approve the selection of the auditor.
 4. All audits must be conducted in accordance with government Auditing Standards (1994 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
 5. Contractor may conduct audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two- (2-) year period.
 6. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
 7. If a funding source has more stringent and specific audit requirements than the audit requirements set forth hereinabove, those audit requirements shall apply in addition to the audit requirements set forth herein.
 8. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.

9. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
10. Contractor will submit a copy of the audit report to County no later than ninety (90) calendar days after termination of this Agreement. Contractor may submit a written request for additional time to complete the audit report, subject to County's written approval.

V. UNUSUAL INCIDENTS POLICY:

Contractor shall comply with Title IX, 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 twenty-four (24) hours of the incident, as well as a written report to the Alcohol and Drug Services Administrator, 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 the loss of key personnel).
5. Serious personal injury.
6. Serious property damage.