

**Program Specific Requirements
Contractor Services Agreement
July 1, 2015 – June 30, 2016**

I. General Administrative Requirements

- A. Contractor shall attend monthly Alcohol and Drug Treatment Provider's meetings.
- B. Contractor shall acknowledge the San Mateo County Alcohol and Other Drug Services (AODS) and/or the County of San Mateo as a funding source on newly developed promotional materials.
- C. Subcontracting requirements:
Pursuant to Paragraph 8 of the body of said Agreement, Contractor may subcontract for provision of services described in this Agreement with written approval of the Director of the Behavioral Health and Recovery Services agency or designee. If Contractor subcontracts for any services under this Agreement, Contractor will guarantee that any and all subcontractors have and maintain the same level of insurance coverage required of the Contractor under this Agreement. Contractor and County will be listed as additional insured on all applicable insurance of subcontractor.

II. Administrative Requirements for Contracted Services

- A. Contractor shall maintain alcohol and drug treatment program client records that include the following:
 - 1. Intake form (to include California Outcome Measures System (CalOMS) data elements) ;
 - 2. Signed fee determination;
 - 3. Re-determination of fee every twelve (12) months or when requested by clients (except for residential treatment);
 - 4. Health questionnaire, which includes but is not limited to informing clients about Tuberculosis (TB) services and testing. Dissemination of TB and access to medical care shall be provided by referral to appropriate services shall be provided during and after leaving treatment.
 - 5. Social history including employment, and criminal history;
 - 6. Alcohol and drug history;
 - 7. Presenting problem;
 - 8. Completed baseline Addiction Severity Index (ASI) within 30 days of admission,
 - 9. Recovery/ treatment plan;
 - 10. Progress notes;
 - 11. Closure summary/discharge plan;
 - 12. Documented quality assurance review by supervisor or designated staff to assure compliance with treatment activities;

13. Signed release(s) of information as required;
14. Signed consent to treatment; and
15. Signed confidentiality agreement(s).
16. Contractors who receive Perinatal State funds will be in compliance with all aspects of the most current state of California Department of Health Care Services (DHCS) Perinatal guidelines.

B. CalOMS Prevention Requirements

1. Maintain documentation of all community partnership activities implemented in accordance with the prevention project work plan and CalOMS reporting requirements. Make such documentation available to the AOD Program Analyst and Community Partners.
2. Enter data documenting the Community-Partnership's planning/implementation activities into the California Department of Alcohol and Drug Programs' web-based CalOMS data system on a weekly basis.

C. Confidentiality and Security of Information

1. Contractor agrees to implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits. Contractor will provide the State with information concerning such safeguards upon request.
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 Sections 11812 and 11845.5 and 123110 through 123149.5, Welfare and Institutions Code Section 14100.2 and Title 22 California Code of Regulations.
3. Contractor must participate and be in compliance with the AVATAR/ system. AVATAR is a centralized web-based application utilized by the County of San Mateo, Behavioral Health and Recovery 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 AVATAR system, and utilizing AVATAR to store client information, facilitate referrals, manage contractor waiting lists and generate reports.
4. Contractor shall ensure their appropriate staff attends the AVATAR User Group and other scheduled trainings as appropriate. Contractor shall maintain ongoing compliance with AVATAR updates. Contractor will submit electronic DATAR reports to California Alcohol and Drug Programs. DATAR Reports must be submitted to ADP by the 10th of the month following the activity month.

- D. Administer the ASI within 30 days of admission to all treatment program clients.
- E. Make efforts to diversify program revenue sources.
- F. Comply with applicable California Department of Health Care Services certification and/or licensure requirements for Contractor's alcohol and drug treatment program(s).
- G. Individuals will not be refused Contractor's basic alcohol and drug treatment services based on the individual's inability to pay. Contractor's fee determination plan will be submitted to, and approved by the County AODS Administrator or designee, not later than July 1st on an annual basis.
- H. In the event that a participant appeals the manner or amount of his/her fee determination, Contractor will abide by the decision of the AODS Administrator or designee. Fee determination shall be submitted annually on January 1st to the County.

III. Program Certification

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

A. Program Requirements:

1. Commence new program services no later than ninety (90) days after initiation of any start-up activities that are funded by County.
2. Make use of available community resources, including recreational resources.
3. Operate program(s) during times that provide reasonable accessibility for program participants with hours of operation posted in a conspicuous location.
4. Perform outreach activities to encourage individuals in need of alcohol and/or other drug services to reach these services.
5. Contractor shall notify the State in writing prior to reducing the provision of covered services. In addition, any proposal to change the location where covered services are provided, or to reduce their availability, shall be submitted in an application to the State sixty (60) days prior to the proposed effective date. Contractor shall not implement the proposed changes if the State denies the Contractor's proposal.

B. Underserved Populations Requirements:

1. Work collaboratively with the County to provide treatment services to the following San Mateo County priority population listing:
 - a. Pregnant injection drug users;
 - b. Pregnant substance users;
 - c. Pregnant Intravenous Drug Users (IDU);
 - d. Parenting injection drug users;
 - e. Parenting substance users;

- f. Non-English speaking;
 - g. Hearing impaired;
 - h. Physically impaired;
 - i. Gay/lesbian;
 - j. Elderly (for adult services);
 - k. Pregnant women;
 - l. HIV-positive;
 - m. Homeless individuals;
 - n. Adults in the Criminal Justice system;
 - o. Youth;
 - p. Families with children five years of age or younger;
 - q. Persons with a co-occurring disorder; and
 - r. Diverse cultures.
 - s. In any event, contractor will give priority admission to San Mateo County residents.
2. Work collaboratively with County to ensure that Contractor's program does not deny services based on language ability.
 3. Demonstrate a commitment, in good faith, to recruit and retain program staff who can communicate with and relate to diverse populations.
 4. Assure that Contractor's program staff receives training that addresses the prevention and treatment issues and approaches relevant to the special and/or underserved populations designated in Section III, Paragraph B above.
- C. Contractor will continue to enhance capabilities in treatment and care of Individuals with co-occurring mental health and substance use disorders, or complex, issues around mental health and substance use, including histories of trauma histories and homelessness, and physical health needs
- D. Nondiscrimination in Services:
1. Contractor certifies under the laws of the State of California that the Contractor and its Subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age or physical, sensory , cognitive, or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 CFR USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Section 504 of the Rehabilitation Action of 1973 (29 USC 794) (as amended); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated there under (Title 2, CCR, Section 7285.0 et seq.); Title 2. Division 3, Article 9.5 of the Government Code, commencing with Section 11135; and Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section 10800.

2. For the purpose of this Contract, discrimination on the basis of race, color, creed, national origin, sex, sexual orientation, gender orientation, age, or physical, sensory, cognitive, or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing a benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Contract; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and / or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals shall meet in order to be provided any service benefit.
3. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided here under.

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 Substance Use Disorder services.
2. Develop and enforce written policies and procedures, to be maintained in an operations manual available to all staff and volunteers. The operations manual shall be reviewed annually and shall include the following:
 - a. A conflict of interest policy applicable to all of Contractor's program's employees, which includes, but is not limited to, financial conflict of interest.
 - b. Personnel policies that discuss the following:
 - 1) Criteria regarding employment of disabled people, including recovering alcohol and drug abusers, for each

position, including the minimum length of recovery required for each position.

- a) Include criteria regarding the employment of current program participants.
 - b) Include a plan for meeting the state of California counselor certification regulations.
- 2) Criteria describing the required academic and/or experiential background of Contractor's program's treatment staff in alcohol and drug use and related problems, including recognition of referral criteria such as jaundice, convulsions, and disorientation.
- c. Program eligibility standards and policies and procedures for admission to and termination from the program.
 - d. Procedures for obtaining medical, psychiatric evaluation, and emergency services.
 - e. Policies for maintaining participant records consistent with state and federal laws. Surrender such records to County should Contractor's program cease operations.
 - f. A statement of participants' rights and the grievance procedure utilized to respond to complaints. The statement and the grievance procedure must be available to program participants.
 - g. A confidentiality policy that complies with all applicable state and federal laws and regulations, including but not limited to the following:
 - 1) 42 Code of Federal Regulation (CFR) regulations related to Confidentiality of Alcohol and Drug Abuse Patient Records.
 - 2) Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR pts 160 & 164, and applicable sections of the California Health & Safety Code.
 - 3) California Mandated Blood Testing and Confidentiality to Protect Public Health Act of 1985 and all amendments, regarding AIDS/HIV issues.
 - 4) Health and Safety Code Section 11812(c).
 - h. A recovery philosophy by which Contractor will maintain program structure, operation, and staffing.
 - 1) Contractor agrees that the use, sale, or distribution of alcohol and illicit drugs will be prohibited on all program premises; and at any event that is sponsored by or on behalf of Contractor's program (unless otherwise agreed upon in writing by the BHRS-AOD Administrator or designee).
 - 2) Contractor agrees that all materials utilized by Contractor and that all activities conducted by Contractor will not promote the use of alcohol or illicit drugs.

3) Contractor agrees not to accept any donations (including, but not limited to, money, goods, services, promotional materials, entertainment, or use of any goods) from any company or organization whose principal business is the manufacture, sale, distribution, or promotion of alcohol or tobacco, including but not limited to, companies of the alcohol or tobacco industries.

i. Provision of TB Services

- 1) Will, directly or through arrangements with other public or nonprofit private entities, routinely make available tuberculosis services to each individual receiving treatment for such abuse;
- 2) In the case of an individual in need of services and the lack of the capacity of the program to admit the individual, will refer the individual to another provider of tuberculosis services; and
- 3) Will implement infection control procedures established by the principal agency of a State for substance abuse, in cooperation with the Health Department Health/Tuberculosis Control Officer,

j. A policy statement on smoking in program facilities and during program activities.

k. A policy statement on the use of medically-prescribed drugs for co-occurring individuals or individuals who have other medical needs. Refer to SMC Medication Policy – NO. SMCAOD1_2008.

l. Adherence to San Mateo County Narcotic Replacement Therapy Policy NO. SMCAOD 1-A_2008.

m. Adherence to San Mateo County Relapse Policy NO. SMCAOD 2_2008.

n. Adherence to San Mateo County Medical Marijuana Policy No. SMC BHRS 10-02.

o. Adherence to San Mateo County Providing Services to Persons with Physical Disabilities Policy No. SMC AOD 1-2010.

p. A policy statement on prevention of violence in the workplace.

G. Conflict of Interest Requirements:

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

- a. When any of the following persons or organizations performs for compensation any administrative or operational functions for Contractor with respect to the performance of this contract (including, but not limited to, fiscal accounting or bookkeeping functions).
 - 1) Any member of Contractor's governing board.
 - 2) Any person who is related by blood or marriage to a manager or a member of Contractor's governing board.
 - 3) Any organization in which any person who is related by blood or marriage to a manager or member of Contractor's governing board has a substantial personal financial interest.
 - b. When Contractor enters into any agreement for the acquisition of goods or services for more consideration that would be paid for equivalent goods or services on the open market.
4. If the BHRS-AOD 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.
- H. Continuing Education for Employees:
With respect to any facility for treatment services or prevention activities, continuing education in such services or activities (or both, as the case may be) shall be made available to employees of the facility who provide the services or activities.
- I. Cultural Competency
1. Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org
 2. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year. The annual cultural competence plan will include, but is not limited to the following:
 - a. Implementation of policies and practices that are related to promoting diversity and cultural competence;
 - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues; (such as a cultural competence committee)

- c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation;
 - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services with clients in a culturally and linguistically appropriate manner);
 - e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receives at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.
3. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
 4. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.
 5. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
 6. Technical Assistance
Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM to plan for appropriate technical assistance.

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

1. In the event that Contractor has already received payment for services, Contractor shall promptly refund to County, upon County's request, the amount to be withheld.
 2. In the event that the federal, state, or San Mateo County government performs an audit of Contractor's program provided pursuant to this Agreement, and determines that funds should be withheld from County due to Contractor's performance, Contractor shall be liable to County for the full amount of the funds withheld.
- B. Maintain all financial records, perform all cost allocations, and complete all financial reports according to standard accounting practices, as well as the California Department of Health Care Services Reporting System Manual (ASRS) and the Federal Office of Management and Budget's (OMB) Circular No. A-133.
- C. If it is deemed necessary by the BHRS-AOD Administrator or designee, hire a Certified Public Accountant to perform a fully certified audit of Contractor's program at Contractor's expense.
1. Contractor will perform audit according to standard accounting practices.
 2. This expense is an allowable cost in Contractor's program budget.
 3. If County reasonably believes that governing board may not have met its fiduciary and/or other contractual responsibilities, the BHRS-AOD Administrator or designee may reserve the right to develop the use of said audit and to approve the selection of the auditor.
- D. If Contractor receives FIVE HUNDRED THOUSAND DOLLARS (\$500,000) or more in federal funds in a fiscal year, Contractor must have a single audit in accordance with Circular No. A-133. If Contractor is a non-profit organization with only one federal program, the audit can be made for that one program only.
1. Contractors receiving annually an aggregate of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) or more of funds from the County must have a financial audit.
 2. All audits must be conducted in accordance with government Auditing Standards (2003 Revision), prescribed by the U.S. Comptroller General, covering all County programs.
 3. Contractor may conduct an audit either annually or biannually. If Contractor conducts audit biannually, audit must cover a two (2) year period.
 4. Audit reports will identify each County program covered by the audit, including contract amounts and contract periods.
 5. If a funding source has more stringent and specific audit requirements than the audit requirements set forth in Paragraphs D.1 through 3, directly above, those audit requirements shall apply in addition to the audit requirements set forth herein.
 6. Contractor will permit independent auditors to have access to Contractor's records and financial statements as necessary to comply with all applicable audit requirements.

7. The cost of the audit must be reasonable and is an allowable cost in Contractor's program budget.
 8. Contractor will submit a copy of the audit report for Fiscal Year 2014/2015 (July 1, 2014 – June 30, 2015) to the County no later than November 15, 2015. Contractor will submit a copy of the audit report for Fiscal Year 2015/2016 (July 1, 2015 – June 30, 2016) to the County no later than November 15, 2016. Contractor shall submit a written request for additional time to complete the audit report referenced above, subject to County's written approval.
- E. Make no capital equipment purchases not already included in Contractor's approved budget, with contract funds, without prior written approval from the Director of the Human Services Agency or designee.
1. County has the option to retain ownership of capital equipment purchased with contract funds.
- F. Contractor will spend no contract funds on fundraising.
- G. No state or federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity

V. Unusual Incidents Policy

Contractor shall comply with Title 9, section 10561(b) (1) of the California Code of Regulations, and shall report any unusual incidents occurring in connection with the performance of this Agreement with regards to Contractor's program(s), within twenty-four (24) hours of the incident, as well as a written report to the County BHRS-AOD Administrator or designee, within seven (7) calendar days of any unusual incident.

- A. Unusual incidents include, but are not limited to the following:
1. Summoning of police/fire/emergency services personnel to the program premises in order to handle disturbances or crimes.
 2. The death by any cause of a person currently receiving services from Contractor's program(s).
 3. The death, under unusual circumstances, of any individual who has received services during the past six (6) to twelve (12) months from the agency.
 4. Situations arising which would seriously hamper the ability of the agency to deliver its services under this agreement with the County (Including administrative or key staff changes). All administrative and key staff changes should be reported to AODS. Notifications should include new staff's name, address, and qualifications.
 5. Serious personal injury.
 6. Serious property damage.
 7. All cases of communicable diseases reported under section 2502 of title 17 of California Code of Regulation (CCR), shall be reported to the local health officer in addition to AODS.