

**SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET**

Creation Date: 1/12/07

Source Code: HSAXX

Agenda Date: 1/23/07

INVENUM: 58674

Resolution(s):

Ordinance(s):

Contract(s): [1] R856
[2] 60129-01
[3] 60539-01
[4] 63298-01
[5] 63217-01
[6] 53533
[7] 63532

Continue Date(s):

Index: --Letter of Health Services Agency
--Standard Agreement
--Attachments

Item: 40. APPROVED agreements with: State Department of Mental Health, a new revenue agreement for Mental Health Services Act services with a maximum amount of \$6,112,511; Santa Cruz Community Counseling Center for mental health services with a maximum amount of \$7,614,880; Front Street, Incorporated for mental health services with a maximum amount of \$3,806,952; Family Services Agency of the Central Coast for mental health services with a maximum amount of \$657,517; Value Options an amendment updating the rates for 2006107; and Excelsior! Youth Center, two new agreements for mental health services with a combined maximum amount of \$6,650.43, and authorized the Health Services Agency Director to sign, as recommended by the Health Services Agency Director



County of Santa Cruz

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(831) 454-4000 Fax: (831) 454-4770

HEALTH SERVICES AGENCY ADMINISTRATION

December 28, 2006

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

APPROVED AND FILED
BOARD OF SUPERVISORS
AGENDA: January 23, 2007
DATE: 1/23/07
COUNTY OF SANTA CRUZ
SUEAN A. MAUFFELLO
EX OFFICIO CLERK OF THE BOARD
BY [Signature] DEPUTY

SUBJECT: Approval of Mental Health Contracts

Dear Members of the Board:

The Health Services Agency (HSA) requests your Board's approval of seven mental health agreements and amendments with: the State Department of Mental Health, Santa Cruz Community Counseling Center, Front Street, Inc., Family Service Agency of the Central Coast, Value Options, and Excelsior! Youth Center. These agencies provide a wide array of residential, day treatment and outpatient mental health services to adults and adolescents in Santa Cruz County as well as mental health services for out of state residential placements. These agreements and amendments address evolving program needs and related funding.

Department of Mental Health – MHSA Integrated Three-Year Plan Agreement

California voters approved Proposition 63 during the November 2004 General Election. Proposition 63, the Mental Health Services Act (MHSA) became effective on January 1, 2005. Your Board approved the Santa Cruz County Proposition 63 plan on December 6, 2005 for submission to the State. The plan was approved by the State on May 31, 2006. Components of the MHSA Integrated Three-Year Program and Expenditure Plan include those elements required by W&I Code Section 5847 and related regulations including: Community Services and Supports (CSS), Prevention and Early Intervention, Education and Training, Innovations, and Capital Facilities and Technology. HSA requests your Board's approval of the attached revenue agreement with the State Department of Mental Health. This agreement covers the CSS Component of the Three-Year Plan which means mental health and related services provided through the service delivery systems, also known as "Adult and Older Adult System of Care" and "Children's System of Care", as well as services provided to transition-age youth. The services described in this agreement shall be provided during the following term: June 1, 2006 to June 30, 2008. The State will update this agreement on an annual basis. The total maximum amount of this agreement for all fiscal years is \$6,112,511.

Santa Cruz Community Counseling Center (SCCCC)

HSA Mental Health has a long-standing contractual relationship with SCCC for a large array of adult and children's mental health services. This year's agreement utilizes Proposition 63 funds and leverages those funds to add new services to the adult and children's mental health population

as per the Prop 63 Mental Health Services Act Plan (MHSA) approved by the State. HSA requests your Board's approval of the attached agreement with SCCCC. Included in this agreement is \$7,396,720 as stated in the Continuing Agreements List, which includes continued funding, Prop 63 funding and a one time COLA as approved by your Board. Also in this agreement is an additional increase to the total contract of \$218,160, which represents leveraging of the COLA drawing down State Early Periodic Screening Diagnostic and Treatment (EPSDT) and Federal Short-Doyle Medical funds for a new contract total of \$7,614,880.

Front Street, Inc.

Front Street provides recovery oriented integrated mental health services within a continuum of supervised and supportive residential settings. This year's agreement utilizes Proposition 63 funds and leverages those funds to add new services to the adult mental health population as per the Prop 63 Mental Health Services Act Plan (MHSA) approved by the State. HSA requests your Board's approval of the attached agreement with Front Street. Included in this agreement is \$3,761,335 as stated in the continuing Agreements List, which includes continued funding, Prop 63 funding and a one time COLA. Also included in this agreement is an increase to the total contract of \$45,617, which represents leveraging of the COLA drawing down Federal Short-Doyle Medical funds for a new contract total of \$3,806,952.

Family Service Agency of the Central Coast

Family Service Agency of the Central Coast (FSA) provides rehabilitative mental health services intended to assist Santa Cruz County Medical eligible children and youth in successfully meeting appropriate developmental norms. This year's agreement utilizes Prop 63 funds and leverages those funds to add new services to children's mental health population as per the Prop 63 Mental Health Services Act Plan (MHSA) approved by the State. HSA requests your Board's approval of the attached agreement with FSA. Included in this agreement is \$628,357 as stated in the Continuing Agreement List, which includes continued funding, Prop 63 funding and a one time COLA as approved by your Board. Also included in this agreement is an increase to the total contract of \$29,160, which represents leveraging of the Prop 63 funds drawing down EPSDT and Federal Short-Doyle Medical funds for a new contract total of \$657,517.

Value Options, Inc.

Value Options manages a network of providers within the State of California and provides administrative services for the component of care provided to Santa Cruz County eligibles which includes Specialty Mental Health services for Medical beneficiaries who are minors and who reside out-of-home and out of their county of residence. HSA Mental Health entered into an Administrative Services Organization Agreement with Value Options as of July 1, 2004. HSA requests your Board's approval of the attached amendment which includes a updated rates for services in the current year.

Excelsior! Youth Center

Excelsior! Youth Center is an out of state residential treatment center. HSA Mental Health is responsible for the mental health treatment needs of Santa Cruz County court wards, court dependants and special education pupils who are placed in residential settings by the courts or through the school's Special Education (AB3632) program.

A local student, after numerous mental health inpatient treatment stays, was temporarily placed in this out of state residential treatment facility through the Special Education process. HSA requests your Board's approval of the two attached agreements to provide payment to the facility for mental

health treatment services provided to this child between the dates of May 19, 2006 and August 16, 2006 in the amount of \$6,650.43. HSA requests these agreements be approved effective May 19, 2006, the date the student was placed at this treatment facility. The services under these agreements will ultimately be funded through mental health special education treatment claims.

Sufficient appropriations exist within the HSA budget to fund these agreements and no new county general funds are needed nor requested.

It is, therefore, RECOMMENDED that your Board:

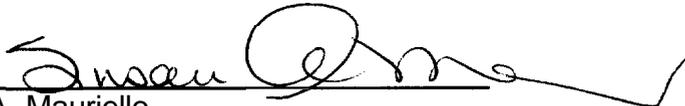
1. Approve the attached agreements with: State Department of Mental Health, a new revenue agreement for Mental Health Services Act services with a maximum amount of \$6,112,511; Santa Cruz Community Counseling Center, Contract 0129, for mental health services with a maximum amount of \$7,614,880; Front St., Inc., Contract 0539, for mental health services with a maximum amount of \$3,806,952; Family Service Agency of the Central Coast, Contract 3298, for mental health services with a maximum amount of \$657,517; Value Options, Contract 3217, an amendment updating the rates for 2006-07; and Excelsior! Youth Center, two new agreements for mental health services with a combined maximum amount of \$6,650.43, and authorize the Health Services Agency Director to sign.

Sincerely,



Rama Khalsa, Ph.D.
Health Services Agency Director

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

RK:GK:ces

Attachments: contracts (7), ADM-29 (7)

cc: County Administrative Office
Auditor-Controller
County Counsel
Health Services Agency

HSA WILL PROVIDE SIGNED CONTRACT

HSA WILL PROVIDE SIGNED CONTRACT

0176

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors County Administrative Office Auditor Controller

FROM: Health Services Agency (Department) BY: [Signature] (Signature) 1/8/07 (Date) Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement [] Revenue Agreement []

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Health Services Agency - Mental Health (Department/Agency) and State Dept of Mental Health, 1600 9th St, Sacramento, CA 95814 (Name/Address)

2. The agreement will provide funding for Prop 63 MHSA services State Contract 05-75519

3. Period of the agreement is from June 1, 2006 to June 30, 2008

4. Anticipated Cost Is \$ NA - estimated revenue of \$6,112,511 [] Fixed [] Monthly Rate [] Annual Rate [] Not to Exceed

Remarks:

5. Detail: [] On Continuing Agreements List for FY - Page CC- Contract, No: OR [] 1st Time Agreement [] Section II No Board letter required, will be listed under Item 8 [] Section III Board letter required [x] Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 363101 (Index) 0626 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are [] available and [] encumbered, [] are not [] will be

Contract No: R 856

By: [Signature] Auditor-Controller Deputy Date: 1/10/2007

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Health Services Agency Director (Dept/Agency Head) to execute on behalf of the

Health Services Agency (Department/Agency)

Date: 1/10/07

By: [Signature] County Administrative Office

Distribution:

Board of Supervisors - White Auditor Controller - Canary Auditor-Controller - Pink Department - Gold

State of California County of Santa Cruz

[Signature] ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 1/23/07

ADM - 29 (8/01) Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO \$ JE Amount Lines H/TL Keyed By Date

Document No. 40

TC110 Auditor Description \$ /

C. Reporting Requirements

1. Pursuant to W&I Code Section 5610(a), and applicable regulations, the Contractor shall submit Client and Service Information ["CSI"] data to DMH during the term of this Agreement. The Contractor must report CSI data to DMH as soon as possible after collection, but no later than 60 (sixty) days after the end of the monthly service reporting period. The required CSI data includes, but is not limited to, client demographic information and a description of services provided.
2. For each program or service funded by this Agreement, the Contractor shall submit quarterly progress reports which include the target numbers of people to be served or units of service to be provided for each program, and the actual numbers of people served or units of service provided for each program during the three-month period covered by the report. The quarterly progress report shall be submitted to DMH no later than 60 (sixty) days following the end of the three-month period covered by the report.
3. For IT projects supported by CSS funds, the Contractor shall submit quarterly IT project status reports. The information contained in the reports shall include, but is not limited to status of the project, including its budget, whether it is on schedule, its accomplishments, and its deliverables. The report shall also include delineation of identified risks and actions taken, or to be taken, to mitigate/remediate the risk. The quarterly IT project status report shall be submitted to DMH no later than 30 (thirty) days following the end of each three-month period covered by the report.
4. During the term of this Agreement, pursuant to W&I Code Section 5848(c), and applicable regulations, the Contractor shall submit MHSA Full Service Partnerships ["FSP"] Data Collection and Reporting (DCR) data to DMH for the purpose of measuring individual-level performance outcomes. All FSP data shall be submitted in electronic form. The Contractor shall ensure that the staff responsible for transmitting this data is trained in data collection procedure. The requirements referred to in this section do not preclude any other performance outcomes measurement required by law or regulation.

a. Initial Data

The Contractor shall collect data as soon as it begins providing services to FSP clients, including, but not limited to: general administrative data; residential status; educational status; employment status; financial status; legal issues/status; health status; substance abuse issues; assessment of daily living functions where appropriate; and all interventions, including emergency intervention. This data shall be transmitted to DMH as soon as possible, and no later than 90 (ninety) days after the commencement of services.

b. Quarterly Assessments

Every three months, the Contractor shall conduct a quarterly assessment of each individual and submit FSP data to DMH within 90 (ninety) days of collecting the data. This data shall include, but is not limited to: general administrative data; educational status; financial status; legal issues/status; health status; substance abuse issues; and assessment of daily living functions where appropriate.

c. Changes in Key Events

The Contractor shall submit data to DMH as soon as possible, but no later than 90 (ninety) days after an FSP client experiences a change in a key event, such as a change in educational status, employment or financial status, legal status, or residential status, including hospitalization or incarceration; or following an emergency intervention. Data submitted shall include, but is not limited to the following: general administrative data; residence; educational status; employment status; legal issues/status; and a description of any and all interventions, including emergency intervention.

5. Twice annually, during two-week survey periods designated by DMH, the Contractor shall collect consumer perception data for clients served by the programs set forth in Part II A of this Agreement. The data to be collected includes, but is not limited to, the client's perceptions of the quality and results of services provided by the Contractor. The survey data shall be submitted to DMH no later than 90 (ninety) days after collection.
6. As part of the annual cost and financial reports the Contractor currently submits to DMH for all mental health programs operated by the Contractor, the Contractor shall include revenue, distribution and expenditures of MHPA funds. Complete cost and financial reports signed by the mental health director and the county's auditor-controller certifying that information submitted is true and correct and that the county is in compliance with non-supplantation requirements, shall be submitted no later than December 31 following the end of the fiscal year. The Contractor shall also submit a reconciled cost report, certified by the mental health director and the county's auditor-controller as being true and correct, no later than April 1 of the next calendar year.
7. The Contractor shall submit an Annual MHPA Revenue and Expenditure Report for each program in Part II A and B of this Agreement to DMH no later than December 31 following the end of the fiscal year. For the programs set forth in Part II A, the reports shall be itemized by program and service category and shall include, but not be limited to, the total cost of the program provided, associated administrative expenses, and the amounts and sources of revenues used to pay for the program. For the CSS related IT Projects and other approved One-Time Expenditures set forth in Part II B, the reports shall include, but not be limited to, the total cost of the program or project, and the amounts and sources of revenues used to pay for the program or project.
8. For each six-month period of this Agreement, the Contractor shall prepare a Cash Flow Statement. The statement shall include, but is not limited to, cash on hand at the beginning of the six-month period; cash flow activity; adjustments from prior periods; actual expenditures for items such as personnel, operating expenses and administration; and cash on hand at the end of the six-month period. The report shall specify if there are allowable encumbrances on remaining funds. This information must be submitted to DMH within the 30 (thirty) days following the end of each six-month period.
9. The Contractor shall provide other information required by state or federal law.
10. The Contractor shall notify DMH 90 (ninety) days prior to any change in reporting system(s) and/or change of system vendor, and cooperate with DMH to minimize any delays or problems in submitting the required data to DMH.
11. All data submitted shall be full and complete.

12. The Contractor shall make diligent efforts to minimize errors in data reported.

D. Plan of Correction

1. If, at any point during the duration of this Agreement, DMH determines that the Contractor is out of compliance with any provision in this Agreement, DMH may request a plan of correction, after providing the Contractor with written notification and the basis for the finding of noncompliance. Within 30 (thirty) days of receiving notification, the Contractor shall provide a written request for a plan of correction. The request shall include:
 - a. A statement of specific actions the Contractor will take in order to come into compliance with this Agreement;
 - b. The names of the persons responsible for completing each action; and
 - c. A date for the correction to be completed that is realistic and appropriate to the level of the deficiency or deficiencies.
2. As part of its proposed plan of correction, the Contractor may, in accordance with the provisions set forth in Part V, request an amendment of this Agreement. Any amendment to this Agreement will have prospective application only.
3. If DMH accepts the Contractor's proposed plan of correction, it shall suspend other punitive actions to give the Contractor the opportunity to come into compliance. As a condition of accepting the Contractor's proposed plan, DMH may impose additional obligations on the Contractor. DMH may monitor the Contractor's implementation of the plan of correction as necessary. Before issuing a finding of compliance, DMH may request proof that the corrective action has been successful.
4. During the period when a plan of correction is in force, the provisions of the plan of correction take precedence over provisions of this Agreement, to the extent the two differ.
5. If DMH determines that the Contractor has failed to achieve sufficient compliance, funds may be withheld, under all or part of this Agreement, until compliance is achieved.
6. If at any point during the duration of this agreement, DMH determines that the Contractor is not providing the programs and services described in the Agreement, or is not providing programs and services in a manner consistent with the terms of the Agreement, or is using funds allocated to it through this Agreement for purposes not contained in the Agreement, DMH may withhold funding until the problem is resolved or a plan of correction is agreed upon.

E. Monitoring

Upon the Department's request, the Contractor shall provide DMH with access to any and all programs, including locations, records and staff, for the purpose of monitoring the Contractor's compliance with the terms of this Agreement.

V. AMENDMENT TO THE AGREEMENT

This Agreement may be amended through the mandatory annual update procedure set forth in this Part. In addition, the Contractor or the DMH may, at any time, request an amendment in writing. No additional MHSAs funds shall be provided to the Contractor pursuant to the proposed amendment

unless and until DMH has approved the Contractor's request and this Agreement has been amended in accordance with this Part.

A. Annual Updates

1. The Contractor shall submit a written annual update of the Three-Year Plan that was approved by DMH, in accordance with the requirements set forth in W&I Code Sections 5847 and 5848 and all applicable regulations. The annual update is due by or before the end of each calendar year for the prior fiscal year. Each annual update must be approved by DMH and signed by both the Contractor and DMH.
2. The annual update may include proposed modifications to this Agreement and requests for funding for new programs and/or services. Requests for modifications shall include:
 - a. A description of the proposed change, including the reasons why such a revision is required;
 - b. The number of individuals to be served;
 - c. An itemized list of proposed budgetary changes

B. Amendments to the Agreement

The Contractor may request an amendment at any time by submitting a written request for modification to DMH. Within 60 (sixty) days of receiving a written request to modify, DMH shall either grant the request to modify; deny the request; grant the request with modifications; or inform the Contractor that additional time is required to consider the request. If DMH does not respond within 60 (sixty) days, the request is deemed denied. The Contractor may resubmit the request.

DMH may propose amending the Agreement by submitting a written proposal to the Contractor.

Unless the modification is documented in a written addendum to this Agreement signed by both the Contractor and DMH, modifications to this Agreement are not legally binding, and the Contractor shall receive no additional funds

VI. RESOLUTION OF DISPUTES

Should a dispute arise between the Contractor and DMH relating to performance under this Agreement, other than disputes governed by the dispute resolution process set forth in CCR, Title 9, Division 1, Chapter 11, the Contractor shall, prior to exercising any other remedy that may be available, file a "Notice of Dispute" with DMH within 10 (ten) days of discovery of the problem. Within 10 (ten) days, DMH shall meet with the Contractor, review the factors in the dispute, and recommend a means for resolving the dispute before a written response is provided to the Contractor. DMH shall provide a written response to the Contractor within 30 (thirty) days of the meeting. The decision of DMH shall be final.

In the event of a dispute, the language contained in this Agreement shall prevail over any other language, including that contained in the Contractor's Three-Year Plan.

The Contractor and DMH shall continue to perform their duties and obligations under this Agreement during any dispute.

EXHIBIT B**BUDGET AIL AND A'****I. PAYMENT PROVISIONS****A. Payment**

1. Upon the approval date of this Agreement, DMH shall distribute MHSA funds to the Contractor on a quarterly basis one month in advance of the start of each quarter. Quarterly payments will be discontinued if the Contractor is delinquent in submitting the reports required by Exhibit A, Part IV. C and will resume when the required documents and/or information are received. DMH will monitor the Contractor's amount of cash on hand for on-going operations for each component of the MHSA and distributions of funds may be adjusted based on the amount of cash on hand.
2. If the Contractor participates in Medi-Cal mental health programs as a Mental Health Plan, the Contractor shall comply with the requirements and provisions applicable to Medi-Cal Mental Health Managed Care contained or referenced in regulations, policies and statute, and Medi-Cal Mental Health Managed Care Agreement.
3. If the Contractor is eligible and chooses to participate in the Mental Health Medi-Cal Administrative Activities ["MAA"] claiming process, the Contractor agrees to submit claims only for those activities included and defined within the Contractor's Mental Health MAA Claiming Plan as approved by DMH, the Department of Health Services ["DHS"], and the federal Center for Medicare and Medicaid Services ["CMS"]. The Contractor agrees to comply with all applicable federal statutes and regulations and, with the exception of the approved MAA activities and claiming policies that are unique for mental health programs, agrees in all other respects to comply with W&I Code Section 14132.47 and MAA Regulations promulgated by DHS in the CCR, Title 22.

B. Budget Contingencies

1. DMH may adjust or revise the Contractor's planning estimate to provide for increases or decreases in the amount of funds expected to be available for the Contractor's approved programs. The contractor may submit a revised budget plan and request an amendment to this agreement to change or alter its proposed programs to adjust to the revised planning estimate of funds available.
2. If there is insufficient money available in the Fund to implement or operate the programs funded by this Agreement or to fund the amount of the annual planning estimate, DMH, with the input of the California Mental Health Directors Association, may revise the planning estimate or may decide to use some or all of the prudent reserve to fund the approved programs. Decisions to use the prudent reserve will be made on a statewide basis.
3. If funds, including the prudent reserve, are not sufficient to implement and/or operate a program or provide a service, those provisions of this Agreement addressing that program or service shall be void and shall have no further force or effect. Neither DMH nor the State shall have any duty to provide funds to the Contractor for that program or service, and the Contractor shall have no obligation to perform those programs or services. If funds are insufficient to implement and/or operate the Agreement, the Agreement shall be void and shall have no further force or effect.

C. Prompt Payment Clause

Contractor: Santa Cruz

Contract No: 05-75519

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Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

II. BUDGET DETAIL FOR THE MHSA INTEGRATED THREE-YEAR PROGRAM AND EXPENDITURE PLAN COMPONENTS

A. Community Services and Supports

A summary of the Contractor's CSS funding amounts for FY 2005-06, 2006-07, and 2007-08 are provided below:

TYPE OF FUNDING	TOTALS
Services	\$705,936
CSS related IT funding	\$ 0
One-Time Funds	
• Housing Access Through Rent Plus	\$96,030
• Housing Affordability Operating Subsidy Fund	\$128,280
• Capitalized Rent Subsidy Reserves	\$304,712
• Administration Office Furniture/Computers	\$22,400
One-Time Funds Sub Total	\$551,422
Total Budget	\$1,257,358

TYPE OF FUNDING	TOTALS
Services	\$2,393,226
CSS related IT fundina	\$ 0
One-Time Funds	
One-Time Funds Sub Total	\$ 0
Total Budget	\$2,393,226

TYPE OF FUNDING	TOTALS
Services	\$2,461,927
CSS related IT funding	\$ 0
One-Time Funds	
One-Time Funds Sub Total	\$ 0
Total Budget	\$2,461,927

EXHIBIT D**SPECIAL TERMS AND CONDITIONS****I. RELATIONSHIP OF THE PARTIES**

The Department and the Contractor are, and shall at all times be deemed, independent agencies. Each party to this Agreement shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this Agreement. Nothing herein will be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department, its agents and employees, shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be employees of the Contractor. The Contractor, its agents and employees, shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

II. LAW GOVERNING

It is understood and agreed that this Agreement shall be governed by the laws of the State of California, both as to interpretation and performance.

III. SUBCONTRACTS

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of the responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

IV. CONSULTANTS

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel are not deemed to be employees of or have any contractual relationship with DMH or the State of California by virtue of such an arrangement with the contractor.

V. TERMINATION

Either party may terminate this Agreement by giving 60 (sixty) days written notice to the other party. The notice of termination shall specify the effective date of termination.

Upon the Contractor's receipt of notice of termination from the Department, and except as otherwise directed in the notice, the Contractor shall:

- A. Stop work on the date specified in the notice;

Contractor: Santa Cruz

Contract No: 05-75519

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- B. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to effective date of termination;
- C. Terminate all orders and subcontracts;
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including but not limited to, reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts; and
- E. Deliver or make available to DMH all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials, supplies, and expenses incurred pursuant to this Agreement prior to the effective date of termination.

VI. CONFIDENTIALITY

A. Confidentiality of Client Information and Medical Records

1. As a covered entity performing joint operation of a government function, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D et seq. of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, CFR, Parts 142, 160, 162 and 164) regarding the confidentiality and security of protected health information (PHI).
2. Permitted Uses and Disclosures of PHI by the Contractor
 - A. Permitted *Uses* and Disclosures. Except as otherwise provided in this Agreement, the Contractor, may use or disclose protected health information to perform functions, activities or services identified in this Agreement for, or on behalf of the DMH provided that such use or disclosure would not violate the Health Insurance Portability and Accountability Act (HIPAA), (U.S.C. 1320d et seq.), and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162 and 164, hereinafter referred to as the Privacy Rule, if done by DMH.
 - B. Specific Uses and Disclosures Provisions. Except as otherwise indicated in the Agreement, the Contractor may:
 1. Use and disclose for management and administration. Use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that the disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
 2. Provision of Data Aggregation Services. Use PHI to provide data aggregation services to DMH. Data aggregation means the combining of PHI created or received by the Contractor on behalf of DMH with PHI received by the Contractor in its

capacity as the Contractor of another covered entity, to permit data analyses that relate to the health care operations of DMH.

3. Responsibilities of the Contractor

The Contractor agrees:

- A. *Nondisclosure*. Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. *Safeguards*. To use appropriate safeguards to prevent use or disclosure of PHI other than provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide DMH with information concerning such safeguards as DMH may reasonably request from time to time.

The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. In accordance with the State Administrative Manual (SAM) Section 4841.2, DMH must include the following requirements in all contracts with non-state entities:

The Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.

The Contractor shall:

- A. Implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - 1. Network-based firewall and/or personal firewall
 - 2. Continuously updated anti-virus software
 - 3. Patch-management process including installation of all operating system/software vendor security patches
- B. Utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers and PDAs).

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless the data is encrypted by a solution that has been validated as conforming to the Advanced Encryption Standard (AES) Algorithm by the National Institute of Standards and Technology (NIST).

- C. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor or its subcontractors in violation of the requirements of this Agreement.
- D. *Reporting of Improper Disclosures.* To report to DMH within twenty-four (**24**) hours during a work week, of discovery by Contractor that PHI has been used or disclosed other than as provided for by this Agreement.
- E. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of DMH, shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- F. *Internal Practices.* To make Contractor's internal practices, books and records relating to the use and disclose of PHI received from DMH, or created or received by the Contractor on behalf of DMH, available to DMH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DMH or by the Secretary, for purposes of determining DMH's compliance with the HIPAA regulations.
- G. *Notification of Electronic Breach or Improper Disclosure.* During the term of this Agreement, Contractor shall notify DMH immediately upon discovery of any breach of Medi-Cal PHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the DMH Information Security Officer, within two business days of discovery, at (916) 651-6776. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to the DMH Information Security Officer, postmarked within thirty (30) working days of the discovery of the breach to the address below:
- Information Security Officer
Office of HIPAA Compliance
California Department of Mental Health
1600 9th Street, Room 150
Sacramento, CA 95814**
- H. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities on behalf of DMH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.
4. Audits, Inspection and Enforcement.

From time to time, DMH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Agreement. Contractor shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DMH Information Security Officer in writing. The fact that DMH inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibilities to comply with this Agreement, nor does DMH's:

- A. Failure to detect or

- B. Detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices constitutes acceptance of such practice or a waiver of DMH's enforcement rights under this Agreement.

5. Termination.

- A. *Termination for Cause.* Upon DMH's knowledge of a material breach of this Agreement by Contractor, DMH shall either:

1. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by DMH.
2. Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
3. If neither cure nor termination is feasible, the DMH Information Security Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

- B. *Judicial or Administrative Proceedings.* DMH may terminate this Agreement, effective immediately, if (i) Contractor is found guilty in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Contractor is a party.

1. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI received from DMH (or created or received by Contractor on behalf of DMH) that Contractor still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor.

6. Miscellaneous Provisions.

- A. *Disclaimer.* DMH makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI.
- B. *Amendment.* The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DMH's request, Contractor agrees to promptly enter into an amendment providing assurances regarding the safeguarding of PHI that DMH in its sole discretion deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

- C. *Assistance in Litigation or Administrative Proceedings.* Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to DMH at no cost to DMH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DMH, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.
- D. *No Third-party Beneficiaries.* Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than DMH or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- E. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. *Regulatory References.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.* The respective rights and obligations of Contractor under Section 6.C of this Agreement shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

B. Confidentiality of Data and Documents

1. Except as otherwise required by law, the Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Department.
1. Permission to disclose information or documents on one occasion or at public hearings held by the Department relating to the same shall not authorize the Contractor to further disclose such information or documents on any other occasion, except as otherwise required by law.
2. The Contractor shall not comment publicly to the Press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or the Department's actions on the same, except to the Department's staff, the Contractor's own personnel involved in the performance of this Agreement, at a public hearing, or in response to questions from a legislative committee.
3. If requested by the Department, the Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the Department and shall supply the Department with evidence thereof.
4. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

5. After any data or documents submitted has become a part of the public records of the State, the Contractor may, if it wishes to do so, at its own expense and upon approval by the Department, publish or utilize the same but shall include the following legend:

LEGAL NOTICE

This report was prepared as an account of work sponsored by DMH, but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither DMH, nor the State of California, nor any officer or employee thereof, nor any of its contractors or subcontractors, makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

VII. PROVISIONS RELATING TO DATA

- A.** "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B.** "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under the Contractor's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
- C.** "Generated data" is that data that a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the Performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- D.** "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the Department. Such data shall be the property of the Department.
- E.** "Generated data" shall be the property of the Department unless and only to the extent that it is specifically provided otherwise herein or by agreement of DMH and the Contractor.
- F.** The title to the Contractor's proprietary data shall remain in the Contractor's possession throughout the term of this Agreement and thereafter. As to generated data which is reserved to the Contractor by express terms of this Agreement and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, the Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at the Contractor's own expense for a period of not less than three years after receipt by the State of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Contract, whichever is later.

- G. Prior to the expiration of such time, and before changing the form of or destroying any such data, the Contractor shall notify the Department of any such contemplated action; and the Department may, within 30 (thirty) days after said notification, determine whether it desires said data to be further preserved and, if the Department so elects, the expense of further preservation of said data shall be paid for by the Department. The Contractor agrees that the Department shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Agreement, and the Contractor agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

VIII. CHANGES IN TIME FOR PERFORMANCE OF TASKS

The time for performance of the tasks and items within the budget, but not the total Agreement price, may be changed with the prior written approval of the Department. However, the date for completion of performance and the total Agreement price, as well as all other terms not specifically accepted may be altered only by formal amendment of this Agreement.

IX. PATIENTS' RIGHTS

The parties to this Agreement shall comply with all applicable laws and regulations relating to patients' rights.

X. WAIVER

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Agreement or the right of the Department to enforce said provisions.

XI. CONTRACT IS COMPLETE

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

XII. CAPTIONS

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do no purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

XIII. PUBLIC HEARINGS

If public hearings on the subject matter dealt with in this Agreement are held within one year from the contract expiration date, the Contractor will make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget.

XIV. FORCE MAJEURE

Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including and without being limited to: acts of God, interference, rulings or decisions by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall as soon as reasonably possible give the other parties written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement.

XV. PERMITS AND LICENSES

The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the Department in writing.

XVI. LITIGATION

The Department, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the Department or its officers or employees for which the contractor must provide indemnification under this Agreement. The failure of the Department to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall promptly notify the Department of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the Department, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the Department.

XVII. SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed to be severable.

XVIII. PUBLIC CONTRACT CODE

The Contractor is advised that provisions of Public Contract Code Sections 10355 through 10382 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Agreement.

XIX. WAIVER OF DEFAULT

Waiver of any default will not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement will not be deemed to be a waiver of any other or subsequent breach, and will not be construed to be a modification of this Agreement.

XX. CONFLICT OF INTEREST CERTIFICATION

In accordance with State laws and Departmental policy, no employees (including contractors) shall participate in incompatible activities which are in conflict with their job duties. In addition, State law requires employees whose positions are designated in the Department's Conflict of Interest Code to file statements of economic interest. Employees whose positions have been designated will be notified by the department if a statement is required.

In signing this contract, I certify that I have read and understand the following:

GOVERNMENT CODE 19990: A state officer or employee shall not engage in any employment, activity, or enterprise, which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee.

Each appointing power shall determine, subject to approval of the Department, those activities that, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as state officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to all of the following:

1. Using the prestige or influence of the State or the appointing authority for the private gain or advantage of the officer or employee, or the private gain of another.
2. Using, or having access to, confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
3. Receiving or accepting money or any other consideration from anyone other than the State for the performance of his or her duties as a state officer or employee.
4. Performance of an act in other than his or her capacity as a state officer or employee knowing that the act may later be subject, directly or indirectly to the control, inspection, review, audit, or enforcement by the officer or employee.
5. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee.
6. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his or her full time, attention, and efforts to his or her state office or employment during his or her hours of duty as a state officer or employee.

ATTACHMENT A-1: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: Santa Cruz	Fiscal Year: 2005/06	Program Work Plan Name: Community Gate -- Child/Youth/TAY
Program Work Plan 1:	Estimated Start Date: 4/1/06	

Description of Program:
Describe how this program will help advance the goals of the Mental Health Services Act

Address the mental health needs of children/youth in the Community at-risk of hospitalization, placement, and related risk factors:

- a) Improve our system so that at-risk youth are identified earlier and can get help before problems get serious.
- b) Increase services for youth with both mental health and substance abuse issues.

Priority Population:
Describe the situational characteristics of the priority population

Children and youth with SED identified in the community, who have not been referred through our other System of Care "gates" (Probation, Child Welfare, Education), as well as Transition-age youth.

Describe strategies to be used. Funding Types requested (check all that apply). Age Groups to be served (check all that apply)	Fund Type			Age Group		
	FSP	Sys Dev	OE	CY	TAY	A OA
<p>MHSA Strategies:</p> <p>Community Gate Services will include:</p> <ul style="list-style-type: none"> ➤ 1 FTE additional County clinician for screening, assessment, referral and treatment ➤ 1 FTE additional County clinician for dual diagnosis mental health/substance abuse treatment ➤ 1 FTE additional Child Psychiatrist for county-wide services/consultation, particularly with primary care physician referrals ➤ 2 new community-based agency contracts for expanded treatment capacity, particularly for Latino children and youth 	<input type="checkbox"/>	X	<input type="checkbox"/>	X	X	<input type="checkbox"/>

<p>To address the mental health needs of identified youth, we will be using the following strategies listed in the MHSA planning document:</p> <ul style="list-style-type: none">➤ Education for children/youth and family or other caregivers regarding mental health issues➤ Parental mental health education, with language access and culturally appropriate approaches➤ Integrated services and supports for children/youth and their families with co-occurring mental health and substance use disorders within the context of a single child/family services and supports plan➤ Services located in racial ethnic communities to reach children, youth and families who may be more responsive to services in these settings➤ Services and supports provided at school, in the community and in the child/youth's home➤ Values-driven evidence-based and promising clinical services that are integrated with overall service planning and which support youth/family selected goals							
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ATTACHMENT A-2: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: Santa Cruz		Fiscal Year: 2005/06	Program Work Plan Name: Probation Gate - Child/Youth/TAY
Program Work Plan 2:		Estimated Start Date: 4/1/06	
Description of Program: <i>Describe how this program will help advance the goals of the Mental Health Services Act</i>	Increase Dual Diagnosis MH/Substance Abuse treatment for youth: <ul style="list-style-type: none"> identified by Juvenile Hall screening tools (ie., MAYSI, CA Endowment Grant) with mental health and substance abuse needs that are released back into the community; community youth with multiple risk factors for Probation involvement. Mental health services to be delivered: <ul style="list-style-type: none"> ⇒ Consistent with RWJ Reclaiming Futures and new California Endowment grant goals, and areas of identified need. ⇒ Consistent with Probation's Disproportionate Minority Confinement (DMC) goals, Mental Health's Managed Care Cultural Competence goals, as well as Substance Abuse integration. 		
	Priority Population: <i>Describe the situational characteristics of the priority population</i>	Youth with SED involved with, or at risk of involvement with, Juvenile Probation. Particular attention will be paid to addressing needs of Latino youth. Transition-age youth will also be served.	
Describe strategies to be used. Funding Types requested (check all that apply). Age Groups to be served (check all that apply)			
MHSA Strategies: Probation Gate services will include: <ul style="list-style-type: none"> ➤ 2 new community-based agency contracts to provide increased dual diagnosis mental health/substance abuse services to children/youth involved, or at risk of involvement with Probation 			
		Fund Type	
		Sys Dev	Age Group
		FSP	OE
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		CY	TAY
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		OA	
		<input type="checkbox"/>	<input type="checkbox"/>

<p>To address the mental health needs of identified youth, we will be using the following strategies listed in the MHSA planning document:</p> <ul style="list-style-type: none"> ➤ Integrated services and supports for children/youth and their families with co-occurring mental health and substance use disorders within the context of a single child/family services and supports plan ➤ Services located in racial ethnic communities to reach children, youth and families who may be more responsive to services in these settings ➤ Services and supports provided at school, in the community and in the child/youth's home ➤ Values-driven evidence-based and promising clinical services that are integrated with overall service planning and which support youth/family selected goals 							
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ATTACHMENT A-3: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: Santa Cruz	Fiscal Year: 2005/06	Program Work Plan Name: Child Welfare Gate – Child/Youth/TAY																			
Program Work Plan 3: Estimated Start Date: 4/1/06																					
Description of Program: <i>Describe how this program will help advance the goals of the Mental Health Services Act</i>	Address the mental health needs of children/youth in Child Welfare system: a) Increase Mental Health Treatment provided during visitation between biological parents and their children in foster care (including children 0-5). b) Develop services for parents (with children in the CPS system) who have both mental health and substance abuse issues. c) Increase services to "transition age" youth (18-21 years old) who are leaving foster care to live on their own (as well as other youth with SED turning 18).																				
Priority Population: <i>Describe the situational characteristics of the priority population</i>	a) Foster children in placement attempting to reunify with their families b) Parent/guardians of children in foster care that have been removed due to parental dual diagnosis mental health and substance abuse issues c) Youth aging out of mental health services through one of our 4 System of Care Gates (Probation, Child Welfare, Education, Community)																				
Describe strategies to be used. Funding Types requested (check all that apply). Age Groups to be served (check all that apply)																					
MHSA Strategies:																					
Child Welfare Gate services will include: <ul style="list-style-type: none"> ➤ Expansion of existing <i>Conexiones Familiares</i> program by 2 FTE county clinicians ➤ Creation of 2 FTE new dual diagnosis mental health/substance abuse clinical staff for parents of child/youth in Child Welfare ➤ Creation of 1FTE new Transition-age youth system-wide coordinator 																					
<table border="1"> <thead> <tr> <th colspan="2">Fund Type</th> <th colspan="3">Age Group</th> </tr> <tr> <th>FSP</th> <th>Sys Dev</th> <th>OE</th> <th>CY</th> <th>TAY</th> <th>A</th> <th>OA</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td>X</td> <td><input type="checkbox"/></td> <td>X</td> <td>X</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>			Fund Type		Age Group			FSP	Sys Dev	OE	CY	TAY	A	OA	<input type="checkbox"/>	X	<input type="checkbox"/>	X	X	<input type="checkbox"/>	<input type="checkbox"/>
Fund Type		Age Group																			
FSP	Sys Dev	OE	CY	TAY	A	OA															
<input type="checkbox"/>	X	<input type="checkbox"/>	X	X	<input type="checkbox"/>	<input type="checkbox"/>															

<ul style="list-style-type: none"> ➤ Expansion of Transition Housing and Independent Living Skills contract program ➤ New contract mental health services for Child Welfare children reunifying with their families (particularly children aged 0-5) <p>To address</p> <ul style="list-style-type: none"> ➤ Family Preservation services using child welfare reform principles ➤ Integrated services and supports for children/youth and their families with co-occurring mental health and substance use disorders within the context of a single child/family services and supports plan ➤ Services located in racial ethnic communities to reach children, youth and families who may be more responsive to services in these settings ➤ Services and supports provided at school, in the community and in the child/youth's home ➤ Values-driven evidence-based and promising clinical services that are integrated with overall service planning and which support youth/family selected goals 							
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ATTACHMENT A-4: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: Santa Cruz	Fiscal Year: 2005/06	Program Work Plan Name: Education Gate – Child/Youth/TAY
Program Work Plan 4:		Estimated Start Date: 4/1/06

Description of Program:
Describe how this program will help advance the goals of the Mental Health Services Act

Address the mental health needs of children/youth in Education system at-risk of school failure:

- a) Increase mental health services to children/youth with SED at school sites.
- b) Increase consultation and training of school staff in mental health issues regarding screening and service needs of students with SED.

Priority Population:
Describe the situational characteristics of the priority population

Children/youth with SED identified via coordination with schools--who have not been identified through our Probation, Child Welfare, or AB 3632 "Gates".

Describe strategies to be used. Funding Types requested (check all that apply). Age Groups to be served (check all that apply)	Fund Type			Age Group			
	FSP	Sys Dev	OE	CY	TAY	A	OA
<p>MHSA Strategies:</p> <p>Education Gate services will include:</p> <ul style="list-style-type: none"> ➤ 2 new FTE clinical staff serving as liaisons to all school districts ➤ 1 new FTE clinical staff (TODOS) to serve PVUSD schools ➤ 1 new FTE clinical staff to provide dedicated dual diagnosis mental health/substance abuse services ➤ Expanded contract to increase dual diagnosis mental health/substance abuse treatment to schools, with a particular focus in the PVUSD school district in south county <p>To address the mental health needs of identified youth, we will be using the following</p>	<input type="checkbox"/>	X	<input type="checkbox"/>	X	X	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT A-5: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: Santa Cruz	Fiscal Year: 2005/06	Program Work Plan Name: Special Focus Area – Family Partnerships																				
Program Work Plan 5:	Estimated Start Date: 4/1/06																					
<u>Special Focus Areas</u>																						
Description of Program: <i>Describe how this program will help advance the goals of the Mental Health Services Act</i>	Increase Family & Youth Partnership programs regarding System of Care support, outreach, education, and services.																					
Priority Population: <i>Describe the situational characteristics of the priority population</i>	Families and youth involved in our Children's Mental Health System of Care in need of family and youth partnership activities.																					
<p>Describe strategies to be used, Funding Types requested (check all that apply). Age Groups to be served (check all that apply)</p> <p>MHSA Strategies:</p> <p>This Special Focus Area of Family Partnerships will include:</p> <ul style="list-style-type: none"> ➤ Expansion of community-based agency contract to provide additional paid parent and youth services in our System of Care <p>To address the mental health needs of identified children/youth and their families, we will be using the following strategies listed in the MHSA planning document:</p> <ul style="list-style-type: none"> ➤ Family Partnership Program service expansion Education for children/youth and family or other caregivers regarding mental health issues ➤ Parental mental health education, with language access and culturally appropriate approaches 																						
<table border="1"> <thead> <tr> <th colspan="2">Fund Type</th> <th colspan="4">Age Group</th> </tr> <tr> <th>FSP</th> <th>Sys Dev</th> <th>OE</th> <th>CY</th> <th>TAY</th> <th>A</th> <th>OA</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td>X</td> <td><input type="checkbox"/></td> <td>X</td> <td>X</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>			Fund Type		Age Group				FSP	Sys Dev	OE	CY	TAY	A	OA	<input type="checkbox"/>	X	<input type="checkbox"/>	X	X	<input type="checkbox"/>	<input type="checkbox"/>
Fund Type		Age Group																				
FSP	Sys Dev	OE	CY	TAY	A	OA																
<input type="checkbox"/>	X	<input type="checkbox"/>	X	X	<input type="checkbox"/>	<input type="checkbox"/>																

<ul style="list-style-type: none">➤ Integrated services and supports for children/youth and their families with co-occurring mental health and substance use disorders within the context of a single child/family services and supports plan➤ Services located in racial ethnic communities to reach children, youth and families who may be more responsive to services in these settings➤ Values-driven evidence-based and promising clinical services that are integrated with overall service planning and which support youth/family selected goals							
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ATTACHMENT A-6: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

<p>County: Santa Cruz Program Work Plan 6</p>	<p>Fiscal Year: 05-06 Estimated Start Date: 4/1/06</p>	<p>Program Work Plan Name: Enhanced Crisis Response Crisis Response</p>												
<p>Description of Program: <i>Describe how this program will help advance the goals of the Mental Health Services Act</i></p>	<p>The principle objectives of the enhanced crisis response program are (1) to enable individuals to avoid or minimize the disruption and trauma of psychiatric hospitalization and/or incarceration, while maintaining their safety in a supportive safe and comfortable environment, and (2) to provide individualized attention, and a "compassionate presence" for individuals in need, on a 24/7 basis. This program includes 3 components with short-term coordinated/integrated residential treatment. The Crisis Response provides culturally competent services that are sensitive and responsive to the diverse cultural and linguistic needs of the County's residents. These services are provided in the context of effective community collaboration—especially with the County's law enforcement, health and social service agencies as well as community providers. Service providers value, promote and build on the clients' strengths and promote recovery by offering alternatives and respecting client preference in lieu of inpatient treatment whenever possible. To the fullest extent possible, services will be linked to the full continuum of housing supports and short-term treatment options to assure that as much as possible clients and family members experience an integrated and coordinated system in their interactions with the mental health system.</p>													
<p>Priority Population: <i>Describe the situational characteristics of the priority population</i></p>	<p>The priority population for this program is individuals 18 and older in crisis; either (1) in need of psychiatric hospitalization but able to be safely treated on a voluntary basis in a lower level of care, or (2) individuals being inappropriately treated at a higher level of care or incarceration and able to step down from psychiatric hospitalization or locked skilled nursing facility.</p>													
<p>Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply)</p>														
<table border="1"> <tr> <th colspan="2">Fund Type</th> <th colspan="3">Age Group</th> </tr> <tr> <td>FSP</td> <td>Sys Dev</td> <td>OE</td> <td>CY</td> <td>TAY</td> <td>A</td> <td>OA</td> </tr> </table>			Fund Type		Age Group			FSP	Sys Dev	OE	CY	TAY	A	OA
Fund Type		Age Group												
FSP	Sys Dev	OE	CY	TAY	A	OA								

ATTACHMENT A-7: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

County: Santa Cruz Program Work Plan 7:	Fiscal Year: 05-06 Estimated Start Date: 4/1/06	Program Work Plan Name: Consumer, Peer, and Family Services
Description of Program: <i>Describe how this program will help advance the goals of the Mental Health Services Act</i>	We are proposing to expand countywide access to and the availability of culturally competent, recovery-oriented, peer-to-peer, community mentoring, and consumer-operated services. These 5 program strategies include peer counseling services, consumer advocacy, and Wellness Recovery Centers. Taken together, these programs substantially advance the five fundamental concepts inherent in the MHSA. They are built upon active community collaboration and involve the cooperation and participation of a range of community partners. They embrace cultural competence and work to address historic and ongoing inequities, and clearly place clients and family members at the center of the service delivery system. Consumer empowerment and recovery are interwoven throughout the program strategies. These programs promote the experience of integration and coordination for consumers and family members by the thoughtful linkage of peer and staff delivered services. The proposed services will improve access and increased geographic proximity of services, will also provide for increases in the array and types of services available to Adults, Older Adults and TAY. Consumers will participate in the planning, policy development, service delivery, and evaluation of these new services.	
Priority Population: <i>Describe the situational characteristics of the priority population</i>	The priority population for these services include seriously mentally ill TAY, Adults, and Older Adults. These individuals are presently Unserved, Underserved, and Fully Served. Particular emphasis will be outreach and engagement to Latinos, with a further targeting of TAY within this ethnic group.	
Describe strategies to be used, Funding Types requested (check all that apply), Age Groups to be served (check all that apply) development of self-help, peer support and youth/family run programs, to add		
Fund Type		Age Group
FSP	Sys Dev	TAY A OA
<input type="checkbox"/>	<input checked="" type="checkbox"/> X <input checked="" type="checkbox"/> X	<input type="checkbox"/> X <input checked="" type="checkbox"/> X <input checked="" type="checkbox"/> X

youth/families as providers in clinical settings and to develop youth training programs	<input type="checkbox"/>	X	X	<input type="checkbox"/>	X								
integrated one stop centers wherein essential health, substance abuse, employment, and mental health services can be accessed	<input type="checkbox"/>	X	X	<input type="checkbox"/>	X								
classes regarding what youth need to know for successful living in the community	<input type="checkbox"/>	X	X	<input type="checkbox"/>	X								
education for consumers/family and other caregivers regarding the nature of medications, expected benefits and potential side effects	<input type="checkbox"/>	X	X	<input type="checkbox"/>	X								
partnerships with ethnic-specific community providers and programs	<input type="checkbox"/>	X	X	<input type="checkbox"/>	X								
recreation and social activities	X												
integrated physical and mental health services in collaboration with primary care	<input type="checkbox"/>	X	X	<input type="checkbox"/>	X								
client self-directed care plans	<input type="checkbox"/>	X	X	<input type="checkbox"/>	X								
culturally appropriate services to reach persons of racial ethnic cultures who may be better served or more responsive to services in specific culture-based settings	<input type="checkbox"/>	X	X	<input type="checkbox"/>	X								
self-help and client-run programs such as drop-in centers, club houses, anti-stigma campaigns, job training classes, advocacy programs, and peer education	<input type="checkbox"/>	X	X	<input type="checkbox"/>	X								
transportation services	<input type="checkbox"/>	X	X	<input type="checkbox"/>	X								

ATTACHMENT 8: COMMUNITY SERVICES AND SUPPORTS RK PLAN SUMMARY

County: Santa Cruz	Fiscal Year: 05-06	Program Work Plan Name: Community Support Services
Program Work Plan: 8	Estimated Start Date: 4/1/06	

<p>Description of Program: <i>Describe how this program will help advance the goals of the Mental Health Services Act</i></p>	<p>By providing supported housing and employment services, this program works to promote full implementation of an approach to services through which each client and her/his family, as appropriate, participates in the development of an individualized plan of services. Service policies and practices that are not effective in helping clients achieve their goals are eliminated. Negative effects of untreated mental illness are reduced and the array and types of vocational services from which clients can choose in order to meet their individual goals is increased. TAY are assisted to access age and developmentally appropriate educational programs and career goals for achieving independence. Unemployment among homeless adults is reduced. Collaborative relationships between community businesses, mental health service providers and consumers are fostered. This program clearly incorporates the fundamental concepts of community collaboration, cultural competence, consumer driven services, wellness and recovery and integrated services.</p> <p>The proposed program advances recovery goals by holding out hope and opportunities for all consumers to engage in meaningful work and learning activities. It also seeks to change community attitudes and reduce stigma by demonstrating to businesses and employers that consumers make excellent employees. By providing a wealth of employment opportunities and supports, carefully scaled to meet the heterogeneous needs and preferences of consumers at different stages of recovery, the program respects and honors consumers' ability to choose the kinds of activities most likely to enhance their own wellness.</p>
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<p>Priority Population: <i>Describe the situational characteristics of the priority population</i></p>	<p>The priority population for this program expansion is individuals 18 and older with a serious mental illness, needing support to live in independent permanent housing and/or employment or education. A special focus is increasing access and utilization to TAY and Latinos of all ages.</p>
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Describe strategies to be used, Funding Types requested (check all that apply).		
Fund Type	Age Group	
Sys		

ATTACHMENT A-9: COMMUNITY SERVICES AND SUPPORTS WORK PLAN SUMMARY

<p>County: Santa Cruz</p>	<p>Fiscal Year: 05-06</p>	<p>Program Work Plan Name: Person-Centered Mental Health Services and Supports</p>
<p>Program Work Plan: 9 Estimated Start Date: 4/1/06</p>		
<p>Description of Program: <i>Describe how this program will help advance the goals of the Mental Health Services Act</i></p>	<p>These strategies work to increase the level of participation and involvement of clients and families in all aspects of the public mental health system. They increase access and enhance geographic proximity of services, and increase the array and types of available services to Transition Age Youth, Adults and Older Adults consumers and their families. The programs address the unique needs of TAY with specific and appropriate services. Access for Older Adults is increased to an array of integrated services that support their ability to reside in their community of choice and reduce the negative effects of untreated mental illness. There is outreach to and expansion of services to client populations to more adequately reflect the prevalence estimates and the racial and ethnic diversity within the county. This proposal will implement specific strategies to achieve more meaningful collaboration with local resources to provide integrated services with the goals of adequate health care, independent living and self-sufficiency. Specific activities and approaches embedded within the strategies include:</p> <ul style="list-style-type: none"> ▪ Promotion of self help, consumer staffing, youth training/education programs, and educational outreach/support for family members will be improved by increasing clinical staff at the South County Clinic and linking their expertise and support to Community Connection services at the Mariposa Wellness Center. Additional occupation therapy staff will provide augmented assessments of functional capacity and help in training and supporting the consumer in accessing independent living. ▪ a designated staff liaison, the occupational therapist, will support a seamless linkage from TAY services to the Adult Mental Health System. ▪ improved access to physical health care through regular contact/coordination with the nurse practitioner, including assistance with dietary planning, weight reduction strategies, and generalized nursing needs 	

- support to those in supported housing, increasing availability and extensive occupational therapy increased support for consumers to attend Wellness Centers, especially the Mariposa Center where a culturally sensitive, one stop center, will provide integrated community based services for easy access to physical health, self-he groups, employment /vocational services, and where mental health needs can b easily accessed. The MHCAN Wellness center in Santa Cruz will benefit by the addition of the staff services of the occupational therapist and the nurse practitioner
- increased bilingual/bicultural staff to provide the Latino/Hispanic consumers/families in South County with increased access to mental health services while providing access to traditional practitioners (curanderos) or natural healing practices that could augment or replace mainstream services
- mobile, 24-7, crisis response
- increased recreational and social activities made available through the Wellness Centers or through client planned recreational outings
- increasing the breadth and scope of the clinical/nursing/occupational therapy staff on the team to move more fully toward a true ACT Model.
- all participants are treated with dignity and respect. Everyone deserves housing and meaningful daily activity of their choosing
- empower and educate mentally ill offenders to make positive changes in their treatment and recovery with a focus on mentally ill offenders behavior and their responsibilities in the community and the integration of substance abuse, mental health and community based treatment
- Individualized recovery plans address personal barriers to recovery and envision strategies and resources to overcome them
- Evidence-based practices such as motivational interviewing engage intrinsic motivation towards recovery.
- consumers on staff that have been involved in their own recovery helps to ensure that the values of recovery and resiliency are continually reinforced

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0216

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)
BY: [Signature] (Signature) 1/8/07 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Health Services Agency - Mental Health (Department/Agency)
and Santa Cruz Community Counseling Center, Inc. 195 A Harvey West Blvd. Santa Cruz, CA 95060 (Name/Address)

2. The agreement will provide various outpatient, day treatment, residential and housing support services to adult and adolescent clients

3. Period of the agreement is from July 1, 2006 to June 30, 2007

4. Anticipated Cost Is \$ 7,664,880 through June 30, 2007 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Auditor: Please increase encumbrances by \$218,160 per the attached schedule

5. Detail: On Continuing Agreements List for FY 06 - 07 Page CC- 8 & 9 Contract, No: 0129 OR 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement

363117, 362950

6. Appropriations/Revenues are available and are budgeted in 363210, 363113, 363119, (Index) 3638 (Subject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not will be

Contract No: CO60129-01to05&10

By: [Signature] Date: 1/9/2007
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Health Services Agency Director (Dep/Agency Head) to execute on behalf of the _____

Health Services Agency (Department/Agency)

Date: 1/10/07 By: [Signature]
County Administrative Office

Distribution:
Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

ADM - 29 (8101)
Title I, Section 300 Proc Man

State of California
County of Santa Cruz
I, [Signature] ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 1/23 2007
By: [Signature]
Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No	Amount	Lines	H/TL	Keyed By	Date
TC110	<u>40</u>	\$				
Auditor Description	Amount	Index	Sub object	User Code		

COUNTY

The COUNTY OF SANTA CRUZ through the
HEALTH SERVICES AGENCY- Mental Health & Substance Abuse Services
1080 Emeline Avenue, P.O. Box 962, Santa Cruz, CA 95061-0962

0217

Hereinafter called COUNTY and:

CONTRACTOR

Name: Santa Cruz Community Counseling Center, Inc.
Address: 195 A HarveyWest Blvd.
Santa Cruz, CA 95060
(831) 469-1700

Hereinafter called CONTRACTOR for: Various outpatient, day treatment, residential and housing support services to adult and adolescent clients.

WHEREAS CONTRACTOR possesses certain skills, experience, education and competency to perform the special services and, COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and

WHEREAS pursuant to the provisions of California Government Code, Section 31000 the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

NOW, THEREFORE, the parties here to do mutually agree as set forth in

EXHIBITS

CHECK BOX IF ATTACHED	EXHIBIT	TITLE
<input checked="" type="checkbox"/>	A	Scope of Services
<input checked="" type="checkbox"/>	B	Budget, Fiscal and Payment Provisions
<input checked="" type="checkbox"/>	C	Standard County / Agency Provisions
<input checked="" type="checkbox"/>	D	Standard (Division) Provisions
<input type="checkbox"/>	E	Mental Health Medi-Cal, Medicare Requirements
<input checked="" type="checkbox"/>	H3	Business Services Addendum
<input checked="" type="checkbox"/>	X	Revisions

Said exhibits attached hereto are incorporated into this Agreement by this reference.

SIGNATURES

IN WITNESS THEREOF, COUNTY AND CONTRACTOR have executed this Agreement to be effective;
July 1,2006 through June 30,2007

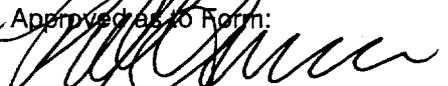
CONTRACTOR

COUNTY


Paul O'Brien
Executive Director


HEALTH SERVICES AGENCY

APPROVED AS TO:

Approved as to Form:

County Council

Approved as to Insurance:

Risk Management Division

Suffix:	01	02	03	04	05
Index:	363210	363113	363119	363117	363210
Subject:	3638	3638	3638	3638	3638
User Code:					
Amount:	\$3,247,329	1,360,674	1,367,457	1,345,420	294,000

Total Contract Amount: \$7,664,880

Suffix: 10-40

Index: 362950

Subobject: 3665

Amount: \$50,000

COUNTY OF SANTA CRUZ

EXHIBIT A -- SCOPE OF SERVICE

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

Part 01

Provider: Santa Cruz Community Counseling Center, Inc.
Provider Nos.: 4408, 4424, 4436, 44AW, 44BJ and 44BY
Provider Telephone: (831) 469-1700
Program: **Community Support Services (CSS)** including River Street Shelter, Transition House, Mental Health Services, and Pioneer House Day Rehabilitative; El Dorado Residential and Outpatient, Paloma House, and Supported Housing
Program Address: 290 Pioneer Street, Santa Cruz, 95060
Program Telephone: (831) 459-0444

1. PROGRAM INTENT

1.1 **Primary Task:** The purpose of CSS programs *is* to support adults with psychiatric disabilities, who may also have co-occurring chemical dependency (Dual Diagnosis) and criminal justice involvement. All individuals are provided support to obtain and retain shelter or housing, to become knowledgeable about their disability, and to make informed choices regarding their daily living needs. These choices involve their need for housing, support services, vocational/educational involvement, physical and psychological health, and social relationships. Support is provided through a coordinated system of care that includes residential, crisis intervention services, emergency shelter, supported housing, peer support, dual diagnosis treatment and a modified Assertive Community Treatment (ACT) case management service team. (Dual Diagnosis/Probation Coordination Team).

1.2 **Description of Mental Health Services:**

A. **River Street Shelter:** The River Street Shelter provides 32 beds for homeless adult men and women, including homeless mentally ill. The Shelter provides specialized services for homeless individuals with mental illness and designates up to 5 crisis beds for referrals from DBHU and County Mental Health (CMH). The anticipated length of stay for these beds is 2-3 days, and the CMH Crisis Coordinator will facilitate discharge planning. At least 60% of the beds at the shelter are for residents with mental illness. The shelter includes beds for individuals attending Pioneer House program under the 60-day assessment program and the 90-day residential program.

Mental Health Services are provided to residents of the River Street Shelter in order to assist them in maintaining psychiatric stability and in connecting with community resources for housing, employment, physical health services, and benefits.

- B. Pioneer House Day Rehabilitative:** Pioneer House provides a **Full-Day Rehabilitative Program** for individuals who are dually diagnosed, The program provides a structured environment with integrated psychosocial and dual diagnosis services. The program has an interface with COUNTY psychiatric service for assessment, diagnosis and medication services. The facility is open 8:00 a.m. to 3:30 p.m. with structured group activities scheduled from 9:00 a.m. to 2:00 p.m.

The Day Rehabilitative program includes 3 different tracks of treatment:

1. The "60- Day Assessment" Program is for up to 4 individuals who need 24-hour supervision and are being assessed for admission to the CMH system of care. Referrals are made by the Access Team, the CMH Crisis Coordinator, or the Jail Discharge Planner.
2. The "Residential" program is for up to 8 individuals that attend Pioneer House for 90 days and live at the shelter. Referrals are made by CMH.

Individuals in the above two programs attend Pioneer House 7 days/week, receiving 24-hour supervision and additional services in the evening and on weekends at the River Street Shelter. Residents are linked with CMH psychiatrists, who provide assessment, diagnosis, and medication services.

3. The program also provides a structured environment with dual diagnosis services for individuals living in the community, who are referred by CMH.

As part of the implementation of the Mental Health Services Act, the Pioneer House program will collaborate with the Dual Diagnosis/Probation Coordination team in developing a Full Service Partnership team called **POWER** (Path of Wellness and Early Recovery). This team will provide those services as described in Paragraph 1.2 C of this Exhibit.

- C. Dual Diagnosis/Probation Coordination Team:** Community Support Services (CSS) Coordination Team provides mental health rehabilitation services, case management/brokerage, and crisis intervention. These services are provided countywide to a specialty group of mental health clients with co-occurring substance abuse mental health disorders and/or criminal justice involvement.

The CSS team is a Full Service Partnership Team, providing an intensive community treatment service with an average client caseload of no more than 1:20. On-call services are available to all individuals on their caseload 24 hours/day, 7 days/week.

When a CSS client is hospitalized, the Coordinator or CSS clinical representative will visit the individual and participate in the staffing the next working day. If the individual continues to be hospitalized, the Coordinator will participate in "staffings" every third day to ensure good discharge planning.

Coordinators will participate in initial staffings whenever a CSS client is admitted to 7th Avenue Center. They will meet with the individual regularly while there and coordinate discharge planning with the psychiatrist assigned to 7th Avenue Center.

- D. El Dorado Center Outpatient Program (EDCOP): Mental Health Services are provided for residents of EDC who need and can benefit from outpatient services, including group and individual rehabilitation.
- E. Housina Support Team: The CSS Housing Support Team (HST) consists of a Housing Coordinator, a part-time Occupational Therapist, and several part-time Peer Counselors (1.5 FTE). The HST provides support to tenants of SCCCC Housing in order to ensure a stable living environment, to assist them in developing a support system, to improve skills needed to maintain housing, and to connect with community resources for employment, education and community involvement.

The Housing Coordinator and Peer Counselors will facilitate monthly meetings at all sites to build community, assist with problem-solving household issues, and facilitate social activities. Peer Counselors are available to meet with tenants in the community for coffee, for support, and to assist them in connecting to the larger community by attending community events, joining clubs, etc. The Occupational Therapist will meet individually with tenants as requested to assist them in developing an independent living skills plan, and Peer Counselors will be available to work with the tenant in implementing the goals of the plan. The Housing Coordinator communicates with CMH Coordinators for all mental health service teams regarding the needs of tenants, and attends weekly Housing Council meetings.

1.3. Description of Adult Residential Services:

- A. Center for Hope and Healing (CHH)/Transition House: CHH is licensed and certified as a 24-hour adult residential social rehabilitation program for ten residents. It is a non-medically monitored short-term residential treatment program for CMH clients who are in need of intensive services. CHH will provide an alternative to, or step down from, locked psychiatric units or skilled nursing facilities, and will have a maximum estimated length of stay of six weeks. Six mental health counselors staff the Center, and this staff will be augmented by CMH LCSW staff, who will provide treatment, on site, as determined to be clinically appropriate. Treatment planning will focus on recovery goals, and will be person-centered. Counselors will work with people individually and in such groups as support groups, Wellness Recovery Action Plan (WRAP) groups, drug and alcohol education groups, as well as creative expression groups, such as art.

The CMH Acute Services Manager must approve all referrals to CHH. Anticipated length of stay is 2-6 weeks.

- B. El Dorado Residential: The El Dorado Residential Program (EDRES) is licensed and certified as a 24-hour adult residential social rehabilitation program for 16 adults. It provides a residential treatment alternative to, or step down from, locked psychiatric units. The EDRES program provides crisis intervention, intensive treatment and rehabilitation services for voluntary or conserved adults and older adults.

Priority for admission is given to: (1) Referrals from DBHU, (2) Referrals from CMH Access Team and Coordinated Care teams, and (3) Clients at risk of hospitalization as determined by CMH. Priority will be given to Medi-Cat only and indigent clients. EDRES manager in collaboration with the Contract Monitor will establish admission and discharge procedures. EDRES will advise CMH and DBHU staff daily on bed availability. CONTRACTOR will accept all referrals deemed appropriate by the county

contract monitor or his or her designee, unless this would violate Community Care licensing regulations.

Anyone not open to CMH will need the approval of the CMH contract monitor for admission to EDRES. All EDRES residents will receive services from the El Dorado Center Partial Hospitalization program except for those few referrals agreed to by EDRES staff and contract monitor who may not benefit from this level of intervention. COUNTY will authorize discharges after consultation with CONTRACTOR staff. Anticipated length of stay is 1-4 weeks.

- C. Paloma House: Paloma House is licensed and certified as a 24-hour adult residential social rehabilitation program for 12 CMH residents with a Dual Diagnosis. A structured program assists residents in maintaining sobriety, psychiatric stability, and in developing support networks and skills necessary for successful community living.

Referrals come through the Housing Council, DBHU and court, all monitored by the CMH contract monitor.

Expected length of stay is 3-4 months.

In addition to the services described above, CONTRACTOR service provision shall include, but not be limited to, some or all of the following Medi-Cal Administrative Activities related to indirect patient care (as referenced in the COUNTY'S Mental Health MAA Plan: Intake/Benefit Assistance (715), Medi-Cal Outreach (717), Referral in Crisis Situations (713), Case Management of Non-Open Cases (718), General Administration (721), Day Program Support (741), Residential Support (751), Clinical Availability (761), Medi-Cal contract Administration (724), MAA Related Training (719), General Mental Health Outreach (716) and Paid Time Off (731).

- 1.4 **Description of Client Population:** CSS serves adults 18 years and older with serious psychiatric disabilities with a special emphasis on clients who are dually diagnosed. Many of these individuals are also homeless. Individuals are screened for their readiness to manage responsibilities inherent in each particular program. Clients with histories of violence will be screened for current and potential future risk to others.

1.5 **Performance Measures:**

A. River Street Shelter

Using the HMIS (Homeless Management Information System) Service Point Data System, we will track the following outcomes:

1. 60% of total intakes will be provided to people living with mental illness;
2. 13% of total intakes will be provided to Latinos;
3. 75 RSS residents will obtain housing; and
4. Five shelter beds will be reserved as crisis beds for DBHU and CMH. The occupancy rate of these beds will be tracked and reported in order to establish a baseline for future contract years.

B. Power Program/Pioneer House

Hospitalizations for clients in the POWER program will **be** tracked and reported. No more than 18% will be hospitalized during the contract year.

C. Coordination Team:

1. Coordinated Care:

- A. Hospitalizations for clients in CSS coordinated care will be tracked and reported on an annual basis. No more than 18% will be hospitalized during the contract year.
- B. Episodes of incarcerations will be tracked and reported in order to establish a baseline for future contract years.

D. Supported Housing:

- 1. Fewer than 5% of the residents in CSS supported housing will be evicted.
- 2. Average length of stay for tenants in CSS supported housing on June 30 will be greater than 3 years.
- 3. A tenant satisfaction survey will be conducted in May; overall satisfaction will be at least 4.0 on a 5.0 scale.

E. Center for Hope and Healing/Transition House

- 1. Less than 20% of the residents admitted will return to higher levels of care.
- 2. Average length of stay will be 36 days.

F. El Dorado Residential and Outpatient

- 1. Less than 20% of the residents admitted will return to higher levels of care. Data to be tracked and reported by CONTRACTOR.
- 2. Average length of stay will be 18 days. CONTRACTOR shall maintain communication with the CMH liaison if there are discharge problems.

G. Paloma House

- 1. At least 60% of the residents discharged will have completed the program.
- 2. Hospitalizations for residents of Paloma House will be tracked and reported. No more than 12% will be hospitalized during the contract year.

2. SYSTEM INTENT

2.1 Geographic area serviced: Services will be provided county-wide.

2.2 Quality Assurance Program: CSS will participate in the CMH Quality Improvement Committee.

EDRES, Paloma House and Center for Hope and Healing/Transition House are reviewed, annually, by Community Care Licensing and the State Department of Mental Health for compliance with social rehabilitation residential service standards. COUNTY staff will visit

EDRES weekly and participate in client service reviews.

Any Quality Improvement denials resulting in loss of revenues to the COUNTY, due to CONTRACTOR action or inaction, will be the responsibility of the CONTRACTOR.

2.3 Organization and Administrative Structure: Contract file.

2.4 Internal System Affiliations: CSS will coordinate with all other mental health system providers. Substantial coordination exists with Mental Health Access Team, Housing Council, CMH coordinators, program managers, and psychiatrists.

2.5 External System Affiliations: CSS has regular contact with the State's Department of Housing & Community Development in development projects, as well as local landlords and property managers. CSS also has regular contact with other mental health contractors, Homeless Persons Health Project, and the Homeless Resource Center. CSS is a member of the California Association of Social Rehabilitation Agencies and has regular contact with other similar programs around the state.

2.6 Fair Hearing Practice: Complaints and grievances brought by clients participating in CSS may go through an internal review process, and clients will also be informed of the COUNTY's grievance process per the Mental Health Plan. Medi-cal beneficiaries will be provided all rights under the State guidelines. In addition, formal grievance hearing procedures are established for residents in State funded housing in accordance with State guidelines.

COUNTY OF SANTA CRUZ

Exhibit A - Scope of Services

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

Part 02 A

<u>Provider:</u>	Santa Cruz Community Counseling Center, Inc.
<u>Provider No.:</u>	44AR, 44BF, 44BS
<u>Program:</u>	Youth Services Dual Diagnosis Mental Health Services
<u>Reporting Units:</u>	YSOPS, YSTYLR, YSYES
<u>Program Address:</u>	241 East Lake Ave., Watsonville, CA 95076 9 Marea Ave., Watsonville, CA 95076 709 Mission Street, Santa Cruz, CA 95060
<u>Provider Telephone:</u>	(831) 469-1700
<u>Program Telephone:</u>	(831)728-2227, (831)688-6293 and (831)425-0771

1. Primary Task:

Youth Services Dual Diagnosis Mental Health Services (YS Dual Dx) programs are designed to address the treatment needs of adolescents with dual diagnosis of emotional disturbances and substance abuse problems. Youth Services coordinates with Children's Mental Health Services, the County Alcohol and Drug Program, schools, probation, law enforcement, and families of these youths.

2. Description of Services:

Service focus will include assisting youth to meet functional goals as identified by referring agencies (e.g., getting off probation, attending/learning at school). To ensure a System of Care approach with a strong focus on results and accountability, Children's Mental Health will have a pro-active and collaborative contract management role with Youth Services.

Outpatient services provided to students at the Yes School and Escuela Quetzal School. A systems goal for the YS Dual Dx, like the Children's System of Care mission, is family preservation. A primary purpose is to prevent unnecessary placements into hospitals and group homes. More specifically, the program's intent is to promote rehabilitation and recovery by providing an array of medically necessary services, which are individually tailored to meet the mental health needs of emotionally and behaviorally disturbed Santa Cruz adolescents who also have substance abuse problems. Early identification of emotional and substance abuse problems and the provision of community based alternatives services enable these adolescents to be served in the least restrictive setting appropriate to their needs.

The programs provide an intensive outpatient program integrated with Court & Community School's "clean & sober classrooms". YS Dual Dx staff provide a full range of mental health

rehabilitation services including assessment, collateral, individual, group, crisis, and case management services. Emphasis is placed on cost-effective and successful group intervention strategies. This includes entry-level treatment/intervention groups and weekly "aftercare" groups for those youth who are committed to their rehabilitation and recovery and wish to resolve early sobriety issues. Support groups are also provided for special issues such as survivors of sexual abuse, body image, eating disorder groups, and anger groups.

Youth enrolled in the program have access to other services including temporary shelter, educational and vocational referrals. This comprehensive treatment approach helps to ensure the ongoing success of each client in achieving treatment goals and objectives. Treatment plans are personalized according to the particular needs of individual clients, and are reflective of culture, gender, age, and level of risk.

These services will be considered a 'gate' of entry to the System of Care. The services will be designed in a way to meet the cultural needs of the Latino community.

Mental Health Services Act (MHSA) - Community Gate funds will be used to create a partnership with Barrios Unidos. One FTE will be co-located at Barrios Unidos to provide mental health services with a special focus on the unmet needs of Latino youth between the ages of 5 to 20 years old and their families located in the North County community (keeping the support for them in their own home, school and community settings).

3. Description of Client Population:

Youth Services serves adolescents 5 to 20 years old with serious emotional disturbances and substance abuse problems. Individuals are screened for their readiness to manage the responsibilities inherent in each particular program. Clients with histories of violence are screened for current and potential future risk to themselves or others.

4. Staffing:

Youth Service staff will provide rehabilitative mental health services intended to assist teens in successfully meeting appropriate developmental norms. Contract staff will provide services to youth and families with a broad spectrum of resources, including those who meet the eligibility requirements for Early and Periodic Screening Diagnosis and Treatment (EPSDT) Medi-Cal or Healthy Families.

5.8 FTE Clean and sober schools.

1.0 FTE In-outpatient program

1.34 FTE Counselors, Administrative Staff, Supervisor (MHSA)

5. Service Measurements:

- a. To serve approximately 125 youth annually, depending on length of stay.
- b. At least 95% of clients admitted to the program shall have a dual diagnosis of mental health and alcohol and/or drug abuse or dependence. The percentage of clients with these diagnoses shall be reported quarterly.

- c. To reduce rates of arrest or recidivism for 75% of clients.
- d. Of the youth presenting with substance abuse issues, 70% will report having stopped or reduced their substance use 6-18 months after treatment.
- e. 75% of clients, six months after treatment, will positively evaluate services received from Youth Services.

6. Quality Improvement Program:

CONTRACTOR shall be considered a Children's Mental Health "gate" to services, thereby being responsible for all related Mental Health Plan requirements (e.g., Notice of Action's, brochures, etc.). CONTRACTOR'S staff will participate in the COUNTY'S interagency collaborative efforts and are part of the Quality Improvement (QI) plan under the Medi-Cat Rehabilitative Option. CONTRACTOR'S staff will be assessed through the Quality Improvement Committee's guidelines as well as through the Children's Mental Health evaluation component. Attendance at scheduled Children's Mental Health Utilization Review (UR) meetings is required. In addition, participation in the COUNTY's performance outcome measurement system (e.g., administration of Child Behavior Checklist (CBCL), Ohio Scales, etc.) will be required.

7. Fair Hearing Conference:

Complaints and/or grievances brought by clients participating in CONTRACTOR services may go through up to four levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) Program Manager; (2) Program Director; (3) Executive Director; (4) External Systems, e.g., Legal.

PART 02 B

Provider: Santa Cruz Community Counseling Center, Inc.
Provider No.: 44BF
Provider Telephone: (831) 469-1700
Program: **Tyler House Dual Diagnosis Mental Health Services and Los Puentes Community Re-entry Services**
Reportin Unit: YSTYLR
Proaram Address: 9C Marea Avenue, La Selva Beach, 95076
Program Telephone: (831) 688-6293

1. Primary Task:

Tyler House Dual Diagnosis Mental Health Services (Tyler House) and Los Puentes Community Re-entry Services (Los Puentes) are designed to address the treatment needs of adolescents with dual diagnosis of emotional disturbances and substance abuse. Tyler House offers treatment in a residential setting and Los Puentes provides continuing care as youth transition out of the residence and reintegrate into life in their community. CONTRACTOR coordinates with the COUNTY Children's Mental Health Services, Alcohol and Drug Program, probation, schools, law enforcement, and families of these youth.

2. Description of Services:

Tyler House: Tyler House is a 6-bed, co-educational, residential dual-diagnosis treatment facility. CONTRACTOR provides an intensive outpatient program focusing on mental health and substance abuse issues. Tyler House staff provide a full range of mental health rehabilitation services including assessment, collateral, individual, group, crisis, and case management services. The services will be designed in a way to meet the cultural needs of the Latino youth and their families. Residents of Tyler House may be on probation and referred by the court, however, participation in the program is on a voluntary basis.

Program design includes the following:

- A. Length of stay: Program length is 6 months, range 1-9 months.
- B. Youth served: 6 Santa Cruz County youth at a time; estimate 26 annually.
- C. Education: All residents attend Escuela Quetzal sober school program.
- D. Treatment components: Program with integrate Evidenced Based Practices of recovery such as The 7 Challenges.

Los Puentes: Los Puentes services will focus on continuing care to assist clients transitioning out of the residential treatment and then remain in the community, living at their homes, and free of alcohol or other drug use. CONTRACTOR offers a full array of mental health rehabilitation services including assessment, individual, collateral, group, crisis intervention and case management services.

Program design includes the following:

- a. Service staff may provide evening hours and provide services at locations best suited to the clients needs, including school, home and other community settings.
- b. Caseloads will typically range from 8-20 clients.
- c. The Los Puentes staff will participate in cross-agency coordination meetings with County Mental Health staff.

3. Description of Client Population:

Tyler House serves adolescents 12 to 17 years old with serious emotional disturbances and substance abuse problems. Los Puentes serves youth 12 to 20 years old. Youth are screened conjointly with the COUNTY Mental Health and Substance Abuse Program, probation, Youth Services. All Tyler House residents participate in the program voluntarily.

Placement of a non-Santa Cruz County youth after all efforts have been made to identify an appropriate Santa Cruz County youth (to be negotiated case by case within a 10% annual vacancy rate). In such instances, every effort shall be made by CONTRACTOR, and COUNTY Mental Health staff to secure from the other County's Mental Health Plan permission to bill Medi-Cal for services. In addition, CONTRACTOR shall work closely with the other County to transition the non-Santa Cruz County client home again when clinically appropriate—to avoid any unnecessary longer lengths of stay by non-Santa Cruz County residents.

4. Staffing:

Tyler House: 2.5 FTE
Los Puentes: .75 FTE

Tyler House and Los Puentes staff will provide rehabilitative mental health services intended to assist youth in meeting appropriate developmental norms while remaining clean and sober. Contract staff will provide services to youth and families who meet the eligibility requirements for Early and Periodic Screening Diagnosis and Treatment (EPSDT) Medi-Cal or Healthy Families.

5. Performance Measures:

- A. Tyler House goals are to stabilize and address the mental health needs of youth, assist youth to become clean and sober and, like the Children's System of Care mission, to prepare youth in intensive levels of care to be successfully re-united with their families.
- B. The **Global** Appraisal of Individual Needs (GAIN) will be used to assess youth and communicate data for the Reclaiming Futures project.
- C. To reduce rates of arrest or recidivism for 75% of clients.
- D. Of the youth presenting with substance abuse issues, 70% will report having stopped or reduced their substance use 6-18 months after treatment.
- E. 75% of clients, six months after treatment, will positively evaluate services received from Youth Services.

6. Quality Improvement Program:

CONTRACTOR shall be considered a Children's Mental Health "gate" to services, thereby being responsible for all related Mental Health Plan requirements (e.g., Notice of Action's, brochures, etc.). CONTRACTOR'S staff will participate in the COUNTY'S interagency collaborative efforts and are part of the Quality Improvement (QI) plan under the Medi-Cal Rehabilitative Option. CONTRACTORS staff will be assessed through the Quality Improvement Committee's guidelines as well as through the Children's Mental Health evaluation component. Attendance at scheduled Children's Mental Health Utilization Review (UR) meetings is required. In addition, participation in the COUNTY's performance outcome measurement system (e.g., administration of Child Behavior Checklist (CBCL), Ohio Scales, etc.) will be required.

7. Fair Hearing Conference:

Complaints and/or grievances brought by clients participating in CONTRACTOR services may go through up to four levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) Program Manager; (2) Program Director; (3) Executive Director; (4) External Systems, e.g., Legal.

COUNTY OF SANTA CRUZ

Exhibit A - Scope of Services

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

Part 03

Provider: Santa Cruz Community Counseling Center, Inc.
Provider No.: 44BG, 44CC
Proaram: **Youth Services Vision Program,
and Court & Community School Programs
(New School, Watsonville Community School, Luna Park
Academy, Second Opportunities for Students, Alianza Charter
School, Migrant Education and Watsonville Charter School
for the Arts).**

Reporting Units: YSVSN, YSALT
Proarams Address: 241 East Lake Ave., Watsonville, CA 95076
191 Harvey West Blvd Santa Cruz, CA 95060
Proaram Telephone: (831) 728-2227 and (831) 469-1700

1. Primary Task:

The Youth Services (YS) Vision Program staff will provide mental health services to court wards with emotional and behavioral disturbances and substance abuse problems. Other services will be available to youth attending Court and Community schools or other educational settings. These services are intended to successfully prevent these youth from requiring more intensive services, such as out of home placement, to eliminate or reduce re-arrests, to promote school attendance and performance; and to increase adolescent functioning and behavior. Youth served may also be at-risk of Juvenile Probation involvement, or just finishing Probation requirements.

To ensure a System of Care approach with a strong focus on results and accountability, Children’s Mental Health will have a pro-active and collaborative contract management role with Youth Services. Contract staff will provide services to youth and family who meet the eligibility requirements for Early and Periodic Screening Diagnosis and Treatment (EPSDT) Medi-Cal.

2. Description of Services:

a. **Vision Program:**

Probation-related counseling. Serves youth at risk of further Probation involvement, or stepping down from system of care services.

1. Length of program: Average 6 months; range - 3-12 months



2. Youth served: 10-12 per clinical staff

b. Court and Community Schools:

These youth are Santa Cruz County, Medi-Cal beneficiaries attending Court and Community Schools. These youth have mental health and dual diagnosis substance abuse problems and have not been successful at other public schools.

c. New School:

New School serves the youth who have not been successful at other schools and present with mental health and substance abuse issues. Services include individual and group rehabilitative services to support clients in developing skills and competencies needed to meet treatment goals. Also provided are family counseling, advocacy within the children's network of services and assistance in restoring and maintaining educational progress and social skills.

d. Second Opportunities for Students, Alianza Chatter School, Watsonville Charter School of the Arts and Migrant Education schools:

Youth Services has secured \$45,000 in EPSDT match funds to initiate new services. Each school serves a unique population of youth in the County. These schools serve youth who have been challenged by the structure of the mainstream education system and present with mental health and substance abuse issues. Services include individual and group rehabilitative services to support clients in developing skills and competencies needed to meet treatment goals. Also provided are family counseling, advocacy within the children's network of services and assistance in restoring and maintaining educational progress and social skills.

e. Outpatient services for at risk teens:

Youth at risk of running away or becoming homeless will be served from an outpatient clinic model. The services will be designed in a way to meet the cultural needs of the Latino community.

3. Description of Client Population:

Contractor staff serve a population of court wards ages 10-20 years with emotional disturbance and substance abuse problems who would benefit from outpatient mental health services.

4. Staffing:

Vision Program: Contractor staff will receive Probation and/or Mental Health court wards who are screened by Children's Mental Health and assigned to COUNTY or CONTRACTOR staff for mental health services.

3.75 FTE counseling staff will provide the full array of mental health rehabilitation and case management services including assessment, individual, collateral, group, and crisis services.

Court and Community Schools: Youth Services will provide 1.25 FTE counselors to serve Luna Park Academy and Watsonville Community School, staff will provide the full array of

mental health rehabilitation and case management services including assessment, individual, collateral, group, and crisis services.

New School: Youth Services will provide 3 FTE counselors to the New School in Watsonville. These staff members will provide the full array of mental health rehabilitation and case management services including assessment, individual, collateral, group, and crisis services to Medi-Cal clients and families.

SOS, Alianza, Wats. Sch. Of the Arts and Migrant Education: 4.0 FTE counselors will provide the full array of mental health rehabilitation and case management services including assessment, individual, collateral, group, and crisis services to Medi-Cal clients and families.

5. Service Measurements:

The program as well as contract goals are as follows:

- a. To serve approximately 210 youth annually, depending on length of stay.
- b. To reduce re-arrest rates by at least 50% using California's SOC methodology.

6. Quality Improvement Program:

CONTRACTOR shall be considered a Children's Mental Health "gate" to services, thereby being responsible for all related Mental Health Plan requirements (e.g., Notice of Action's, brochures, etc.). CONTRACTOR'S staff will participate in the COUNTY'S interagency collaborative efforts and are part of the Quality Improvement (QI) plan under the Medi-Cal Rehabilitative Option. CONTRACTOR'S staff will be assessed through the Quality Improvement Committee's guidelines as well as through the Children's Mental Health evaluation component. Attendance at scheduled Children's Mental Health Utilization Review (UR) meetings is required. In addition, participation in the COUNTY's performance outcome measurement system (e.g., administration of Child Behavior Checklist (CBCL), Ohio Scales, etc.) will be required.

7. Fair Hearina Conference:

Complaints and/or grievances brought by clients participating in CONTRACTOR services may go through up to four levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) Program Manager; (2) Program Director; (3) Executive Director; (4) External Systems, e.g., Legal.

COUNTY OF SANTA CRUZ

EXHIBIT A - Scope of Service

Santa Cruz Community Counseling Center, Inc.

Part 04 A

Provider: Santa Cruz Community Counseling Center, Inc.
Provider No. : 44BG
Program: Youth Services Families in Transition Program
Reportina Unit: YSFIT
Program Address: 191 Harvey West Blvd., Santa Cruz, CA 95060
Program Telephone: (831) 469-1700 x131

1. Primary Task:

The Youth Services Families in Transition Program (YSFIT) is designed to address the mental health needs of children and their families who are receiving services from the Families in Transition (FIT) program. FIT is a community based non-profit agency that provides transitional rental assistance and case management services to homeless or near homeless families with children throughout Santa Cruz County.

2. Description of Services:

YSFIT mental health specialists in conjunction with Families in Transition will work with Medi-Cal and Healthy Families eligible children and parents providing outpatient mental health services in support of all issues related to the family's stability with the emphasis on the children's needs.

- A. Length of service: Six to eighteen months on average.
- B. Youth served: Average caseload of 10 to 14 per clinician depending on severity of needs.

3. Description of Client Population:

This program is designed to serve children and their families who are Medi-Cal or Healthy Families eligible and are homeless or near homeless and need mental health support to stabilize their life situation. These children and their families are receiving supportive services from Families in Transition and need additional mental health support to successfully maintain a stable living environment. The clients are equally distributed among the City of Santa Cruz, City of Watsonville and the unincorporated areas of Santa Cruz County.

4. Staffing:

Five (5) full time equivalent mental health specialists will provide the full array of mental health rehabilitation and case management services including assessment, individual, collateral, group and crisis services. In addition to these staff, a full time program manager will manage the program and the collaborative relationship with Families in Transition.



CONTRACTOR staff will receive the majority of their referrals directly from Families in Transition for those Medi-Cal and Healthy Families eligible children and families needing mental health support. CONTRACTOR staff will be supervised by the Youth Services program manager, but will coordinate closely with the Families in Transition staff. Regular meetings and cross-trainings will occur between CONTRACTOR and Families in Transition staff with periodic coordination meetings with Children's Mental Health.

5. Service Measurements:

- A. Approximately 100 youth will receive services annually.
- B. Increase stability of the family as evidenced by fewer evictions from housing due to noncompliance with rules/expectations and fewer families recycling back into the program.

6. Quality Improvement gram:

CONTRACTOR shall be considered a Children's Mental Health "gate" to services, thereby being responsible for all related Mental Health Plan requirements (e.g., Notice of Action's, brochures, etc.). CONTRACTOR'S staff will participate in the COUNTY'S interagency collaborative efforts and are part of the Quality Improvement (QI) plan under the Medi-Cal Rehabilitative Option. CONTRACTOR'S staff will be assessed through the Quality Improvement Committee's guidelines as well as through the Children's Mental Health evaluation component. Attendance at scheduled Children's Mental Health Utilization Review (UR) meetings is required. In addition, participation in the COUNTY's performance outcome measurement system (e.g., administration of Child Behavior Checklist (CBCL), Ohio Scales, etc.) will be required.

7. Fair Hearing Practice:

Complaints and/or grievances brought by clients participating in CONTRACTOR services may go through up to four levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) Program Manager; (2) Program Director; (3) Executive Director; (4) External Systems, e.g., Legal.

Part 04 B

Provider: Santa Cruz Community Counseling Center, Inc.
Provider No.: 44BZ
Program: **Youth Services Crossroads of Santa Cruz County Crisis Shelter Program**
Reporting Unit: YSCPS
Programs Address: 360 Whiskey Hill Drive, Watsonville, CA 95076
Program Telephone: (831) 724-9333

1. Primary Task:

Crossroads of Santa Cruz County is a 6-bed residential treatment program for 12 to 17 year old Santa Cruz County dependents requiring short-term assessment and placement stabilization. Crossroads is a collaborative program between Santa Cruz Community Counseling Center, Human Resource Agency and Santa Cruz County Children’s Mental Health.

2. Description of Services:

CONTRACTOR provides outpatient Mental Health services under the Rehabilitation Option to EPSDT Medi-Cal clients who reside at the Crossroads Program.

A comprehensive treatment approach including crisis intervention will be available to ensure the ongoing success of each client. Treatment plans are individualized according to the needs of the individual clients and re reflective of culture, gender, age and level of risk.

- A. Length of stay: up to 90 days with longer stays possible depending on youth’s situation
- B. Youth served: 6 Santa Cruz County residents at a time, an estimated 25 per year
- C. Education: Residents will attend their last school of attendance if appropriate or Independent Studies when appropriate.

3. Description of Client Population:

This program serves 12 to 17 year old male and female clients who are Santa Cruz County Dependents.

4. Staffing:

The mental health program will be staffed by a supervising therapist, a Licensed Practitioner of the Healing Arts, and two mental health rehabilitation counselors (2.1 FTE).

CONTRACTOR staff will be Coordinators for those clients who are not currently open to Children’s Mental Health. For those clients who are already opened to Santa Cruz County Children’s Mental Health System of Care and have an assigned Coordinator, the COUNTY staff will retain the Coordinator role.

CONTRACTOR staff will provide intensive outpatient mental health and case management services. The program intent is to provide a safe living environment for male and female dependents for up to 90 days to assess the physical and emotional needs of the clients as well as determine an appropriate level of care and secure a more permanent living

arrangement. Referrals will come directly from the Human Resources Agency (HRA) placement social worker to the Crossroads Program. The HRA social worker will work closely with CONTRACTOR staff to develop a treatment plan and will find an appropriate placement for the client upon discharge.

CONTRACTOR will be responsible for hiring and supervising all staff. CONTRACTOR management will meet on a regular basis with HRA and Children's Mental Health to insure coordination and evaluation of services.

5. Service Measurements:

CONTRACTOR will participate in the Children's Mental Health performance outcome evaluation package of instruments. CONTRACTOR will work closely with the Children's Mental Health evaluator to review and report relevant outcome reports.

6. Quality Improvement Program:

CONTRACTOR shall be considered a Children's Mental Health "gate" to services, thereby being responsible for all related Mental Health Plan requirements (e.g., Notice of Action's, brochures, etc.). CONTRACTOR'S staff will participate in the COUNTY'S interagency collaborative efforts and are part of the Quality Improvement (QI) plan under the Medi-Cal Rehabilitative Option. CONTRACTOR'S staff will be assessed through the Quality Improvement Committee's guidelines as well as through the Children's Mental Health evaluation component. Attendance at scheduled Children's Mental Health Utilization Review (UR) meetings is required. In addition, participation in the COUNTY's performance outcome measurement system (e.g., administration of Child Behavior Checklist (CBCL), Ohio Scales, etc.) will be required.

7. Fair Hearing Conference:

Complaints and/or grievances brought by clients participating in CONTRACTOR services may go through up to four levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) Program Manager; (2) Program Director; (3) Executive Director; (4) External Systems, e.g., Legal.

8. Fee Schedule:

All program clients will have placement Medi-Cal.

Part 04 C

Provider: Santa Cruz Community Counseling Center, Inc.
Provider No.: 44BG
Program: **Youth Services Families in Transition (Homeless Students)**
Reporting Units YSFIT
Program Address: 191 Harvey West Park Blvd., Santa Cruz CA 95060
Program Telephone: (831) 469-1700

1. Primary Task:

The Youth Services Homeless Student Counselor will provide mental health services to at-risk/homeless youth providing an array of case management and rehabilitative mental health services to identified youth, some of whom may become homeless or run-a-ways and who are all Medi-Cal beneficiaries. These youth will be referred by the County Office of Education.

2. Description of Services:

Priority will be placed on improving family relationships in order to prevent running away and out of home placements. These services will be coordinated with Youth Services' participation in the County Office of Education's (COE) collaborative addressing homeless youth needs. Youth Services receives matching funds from COE to help provide EPSDT services to this client population.

- A. Length of Stay: Variable, 1 to 12 months.
- B. Youth Served: Average caseload of 10 per clinician depending on severity; annual unduplicated estimate of 15 youth served.
- C. Mental Health Services Productivity Expectation: 75% of time worked in billable mental health services.
- D. Improvement in adolescent functioning as measured by the Ohio Scales and/or CBCL.

3. Description of Client Population:

CONTRACTOR staffs serve a population of Medi-Cal at-risk youth, some of who are at-risk of homelessness. These youths have multiple behavioral and emotional problems that require an interdisciplinary approach to successfully address this population. Clients are voluntary participants, and need intensive assistance to successfully meet developmental adolescent milestones such as school attendance and graduation, communication skills, employment, self-help skills, and transition into young adulthood.

4. Staffing:

.6 FTE CONTRACTOR staff will receive referrals from the County Office of Education. CONTRACTOR staff will provide the full array of mental health rehabilitation and case management services including assessment, individual, collateral, and group and crisis services. Youth Services will provide clerical and data entry support.

CONTRACTOR staff will be supervised by Youth Services supervisor. CONTRACTOR will participate in periodic coordination meetings with Children's Mental Health and County Office of Education.

5. Service Measurements:

The program as well as contract goals are as follows:

- A. 100% of youth served will be Medi-Cal beneficiaries.
- B. To demonstrate success in assisting youths in securing employment, housing, access to health care, emotional supports, and resolution of family issues (through both case management and counseling) that allow youth to move into independence. Measured by annual program and case review
- C. 75% of clients, six months after treatment, will positively evaluate services received from Youth Services.

6. Quality Improvement Program:

CONTRACTOR shall be considered a Children's Mental Health "gate" to services, thereby being responsible for all related Mental Health Plan requirements (e.g., Notice of Action's, brochures, etc.). CONTRACTOR'S staff will participate in the COUNTY'S interagency collaborative efforts and are part of the Quality Improvement (QI) plan under the Medi-Cal Rehabilitative Option. CONTRACTOR'S staff will be assessed through the Quality Improvement Committee's guidelines as well as through the Children's Mental Health evaluation component. Attendance at scheduled Children's Mental Health Utilization Review (UR) meetings is required. In addition, participation in the COUNTY's performance outcome measurement system (e.g., administration of Child Behavior Checklist (CBCL), Ohio Scales, etc.) will be required.

7. Fair Hearing Conference:

Complaints and/or grievances brought by clients participating in CONTRACTOR services may go through up to four levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) Program Manager; (2) Program Director; (3) Executive Director; (4) External Systems, e.g., Legal.

8. Fee Schedule:

All program clients will have placement Medi-Cal.

Part 04 D

Provider: Santa Cruz Community Counseling Center, Inc.
Provider No.: 4424
Program: **Community Support Services (CSS) - Mental Health Services for the Transitional Housing Placement Program (THPP) and Independent Living Skills Program (ILSP)**
Reporting Units: THPP, ILSP
Program Address: 290 Pioneer Street, Santa Cruz, CA 95060
Program Telephone: (831) 459-0444

1. Primary Task:

The purpose of the Community Support Services (CSS) Transitional Housing Placement Program (THPP) is to provide support and assistance for youth aged 18-21, who have aged out of the foster care or juvenile justice systems. This program is designed to facilitate a seamless and successful transition from foster care or juvenile probation to self-sufficiency by providing housing assistance and/or financial assistance for these youth and supporting them in acquiring the knowledge, skills, and attitudes necessary to make informed and effective choices regarding their daily living needs.

The purpose of the Independent Living Skills Program (ILSP) is to provide a continuum of services to assist foster and juvenile probation youth in making the transition to independent living. Services are provided to youth who are currently in foster care between the ages of 15-17 and to former foster youth (aftercare youth) between the ages of 18-21. Key services include: individualized assessment and direct case management; and independent living skills development including securing a job, money management, decision-making, building self-esteem, and assistance with college or vocational schools.

2. Description of Services:

A. **Mental Health Services:** CSS THPP/ILSP staff provides the full array of mental health rehabilitation and case management services including assessment, individual, collateral, group, brokerage and crisis services under the Rehabilitation Option to foster care and juvenile justice youth ages 15-17, and former foster care and juvenile probation youth (aftercare youth) between the ages of 18-21. Crisis intervention services, with 24-hour on-call availability, are also provided for the youth participating in THPP Plus supportive housing program. For the 18-21 year old consumers and some select 15-17 year old, Contractor may serve as the Mental Health, "gate" service provider.

CSS THPP/ILSP provides a full service case management team of a Program Manager and Independent Living Program Counselors. CSS THPP/ILSP staff provides specialized support services for THPP and ILSP clients throughout the County. The services provided are individual and group rehabilitative services which support clients in developing skills and resources relevant to their goals. Included is assistance in developing and maintaining educational progress, employment skills, daily living skills, social skills, financial management skills, and, if needed, medication management skills. Also included are individual counseling, assistance in complying with justice system requirements, and obtaining referrals to health, mental health, and chemical dependency

resources.

- B. **Coordination:** CSSTHPP/ILSP staff will meet as needed with the County Mental Health staff as well as with the appropriate HRA Divisions to insure coordination and evaluation of services.

3. **Description of Client Population:**

Services are provided to youth who are currently in foster care or juvenile probation between the ages of 15-17 and to former foster or juvenile justice involved (aftercare youth) between the ages of 18-21.

4. **Staffing:**

3.4 FTE counselors.

5. **Service Measurements:**

- A. The CSSTHPP/ILSP staff will provide a total of 234,800 units of mental health service during the year.
- B. THPP/ILSP staff will serve 50 clients annually through this contract.
- C. Contractor will establish service outcome baselines for educational/employment and housing stability based upon California state required data.

6. **Quality Improvement Program:**

CONTRACTOR shall be considered a Children's Mental Health "gate" to services, thereby being responsible for all related Mental Health Plan requirements (e.g., Notice of Action's, brochures, etc.). CONTRACTOR'S staff will participate in the COUNTY'S interagency collaborative efforts and are part of the Quality Improvement (QI) plan under the Medi-Cal Rehabilitative Option. CONTRACTOR'S staff will be assessed through the Quality Improvement Committee's guidelines as well as through the Children's Mental Health evaluation component. Attendance at scheduled Children's Mental Health Utilization Review (UR) meetings is required. In addition, participation in the COUNTY's performance outcome measurement system (e.g., administration of Child Behavior Checklist (CBCL), Ohio Scales, etc.) will be required.

7. **Fair Hearing Practice:**

Complaints and/or grievances brought by clients participating in CONTRACTOR services may go through up to four levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) Program Manager; (2) Program Director; (3) Executive Director; (4) External Systems, e.g., Legal.

Part 04 E

Provider: Santa Cruz Community Counseling Center, Inc.
Provider No.: 44CH
Program: **Child and Family Development Families Together Program**
Reportin Units: CFDOPN, CFDOPS
Program Address: 1020 Emeline Avenue, Santa Cruz CA 95060
 18 West Lake Avenue, Watsonville, CA 95076
Program Telephone: (831) 454-4161, (831) 763-3108

1. Primary Task:

Families Together will primarily provide mental health services to families with children between the ages of 0-5 or pregnant teens under 18 years old. Families Together promotes child and family safety in order to help young children meet appropriate developmental milestones. Families Together is a multi-agency program drawing from the expertise of Santa Cruz Community Counseling Center, Human Resources Agency/Child Welfare Services, Human Services Agency/Public Health Nursing, Community Bridges, Familia Center, Mountain Community Resources, Parents Center and Families in Transition.

2. Description of Services:

Children who meet medical necessity and families consenting to services will be admitted to the mental health component of the program. The focus of the program will be to improve child well-being by providing families with the resources and services that will support healthy and safe family functioning. They will be supported by a multi-disciplinary team to identify needs and create a comprehensive support system that will build on existing family strengths.

CONTRACTOR staff will provide the full array of mental health rehabilitation and case management services including assessment, individual, collateral, and group and crisis services. Program staff members may be required to provide some evening hours to accommodate client and family needs.

Families Together receives matching funds from First Five Santa Cruz County to help provide EPSDT services to this client population.

3. Description of Client Population:

Families with children between the ages of 0 and 5 years old and pregnant teens under the age of 18 years old who are referred by Child Welfare Services (CWS) system will be served by the program. The CWS emergency response team will refer designated "assessed-out" and "investigated and closed" families for voluntary participation in the Families Together Program. The target population is 3 to 5 years old children, older children may be served if they reside in the same household as a child between 0-5 years old.

4. Staffing:

1.5 FTE Rehabilitation/Mental Health Counselors
 .5 Clinical Supervisor

5. Service Measurements:

The program as well as contract goals are as follows:

- A. 100% of youth served will be Medi-Cal beneficiaries.
- B. The program is a start-up program that anticipates serving 50 families who will be referred by HRA for Families Together services.
- C. Families and children will demonstrate progress toward meeting developmental milestones as measured by the Ages and Stages Questionnaire (ASQ)
- D. Reduction in re-referrals to CWS.
- E. Family satisfaction with the program will be assessed by the Youth Satisfaction Survey – Family Version (YSS-F)

The project is a new multi-agency collaborative in which the outcomes will be evaluated by two independent research agencies. These researchers will establish baseline outcome measures appropriate for the youth and families being served.

6. Quality Improvement Program:

CONTRACTOR shall be considered a Children’s Mental Health “gate” to services, thereby being responsible for all related Mental Health Plan requirements (e.g., Notice of Action’s, brochures, etc.). CONTRACTOR’S staff will participate in the COUNTY’S interagency collaborative efforts and are part of the Quality Improvement (QI) plan under the Medi-Cal Rehabilitative Option.

CONTRACTOR’S staff will be assessed through the Quality Improvement Committee’s guidelines as well as through the Children’s Mental Health evaluation component. Attendance at scheduled Children’s Mental Health Utilization Review (UR) meetings is required. In addition, participation in the COUNTY’s performance outcome measurement system (e.g., administration of Child Behavior Checklist (CBCL), Ohio Scales, or other age appropriate measures) will be required.

7. Fair Hearing Conference:

Complaints and/or grievances brought by clients participating in CONTRACTOR services may go through up to four levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) Program Manager; (2) Component Director; (3) Executive Director; (4) External Systems, e.g., Legal.

COUNTY OF SANTA CRUZ
EXHIBIT A -- SCOPE OF SERVICE

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

Part 05

Provider: Santa Cruz Community Counseling Center, Inc.
Provider NO: 4424
Provider Telephone: (831) 469-1700
Program: Community Support Services Money Management Program (CSSMMP)
Program Address: 290 Pioneer Street, Santa Cruz, 95060
Program Telephone: (831) 459-0444

1. **Primary Task**

The dual purpose of the Community Support Services (CSS) Money Management Program (MMP) is to provide representative payee services to designated County Mental Health (CMH) clients, and to provide support, education and training to clients to increase their independent living skills with regard to budgeting and money management.

2. **Description of Services:**

MMP will provide payee services to 300 clients identified by CMH, and will also provide mental health services to a selected group of this caseload. Services are as follows:

A. **Payee Services**

MMP Counselors will establish a budget to ensure each client's basic needs are met as per State and Federal guidelines. MMP Counselors will ensure timely payments of rent and bills, and will process and distribute client checks on a daily basis. MMP Counselors will monitor each client's monthly financial activity and provide support, education and training to improve the client's budgeting and money management skills.

To refer clients into the program, CMH Coordinators will fill out and submit an MMP application. When the caseload exceeds 300, clients will be put on a waiting list, which will be monitored by the MMP Manager, in consultation with the CMH Contract Monitor.

MMP counselors will interact directly with clients and their family members or other support persons, as directed by CMH Coordinators. MMP Counselors will collaborate with each client's CMH Coordinator, who have the primary responsibility for the client. MMP Counselors will also work with a small number of "Meds Only" clients, who have been referred from CMH, but have been closed, to Coordinated Care.

Within 3 working days, CMH Coordinators are responsible for notifying MMP Counselors of any changes in a client's living arrangements, including changes in address, type of facility, cooking arrangements, rent amount, landlord information, and in-kind support from family or others.

B. Mental Health Services

MMP Counselors will provide mental health services, including collateral, individual and group rehabilitation, to MMP clients who may benefit from this additional support in developing independent living skills in the area of money management and budgeting. When appropriate, the ultimate goal is for the client to develop the skills necessary to manage their own money without the assistance of a payee.

3. Description of Client Population:

The CSS Money Management Program serves adults 18 years and older with serious psychiatric disabilities who are not on LPS Conservatorship. These clients receive Social Security (**SSA** and/or **SSI**) benefits and have been referred by CMH for payee and money management services.

4. Staffing:

Contract file.

5. Performance Measures:

- A. Five percent of MMP clients will become their own payee:
- B. A Client Satisfaction survey will be completed by June and reported in the final report.

6. Quality Assurance Program:

CSSMMP will participate in the CMH Quality Improvement Committee (QIC).

7. Fair Hearing Practice:

Complaints and grievances brought by clients participating in CSS may go through an internal review process, and clients will also be informed of the COUNTY's grievance process per the Mental Health Plan. Medi-cal beneficiaries will be provided all rights under the State guidelines.

COUNTY OF SANTA CRUZ

EXHIBIT A -- SCOPE OF SERVICE

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

Part 10

Provider: Santa Cruz Community Counseling Center, Inc.
 Provider Nos.: 4424
 Provider Telephone: (831) 469-1700
 Program: Community Support Services Money Management Program (MMP)
 Program Address: 290 Pioneer Street, Santa Cruz, 95062
 Program Telephone: (831) 459-0444

1. **Primary Task:**

The purpose of the CSS Money Management Program for the Homeless Persons Health Project (HHP) Chronic Homelessness Initiative (CHI) Benefits Project is to insure accurate and timely payments for individuals referred from HHP into the money management program.

The CHI Benefit Project is an HHP project funded by the Social Security Administrative (SSA) HOPE Grant Program. The purpose of the project is to assist chronically homeless adults with disabling conditions to qualify, when eligible, for SSA disability benefits and then to assist these individuals access housing and supportive services, including money management services, needed to sustain housing.

2. **Description of Services**

CSS Money Management Program (MMP):

The CSS Money Management Program (MMP) will provide payee services to assist a caseload up to 75 HHP referred clients. Referrals to MMP will be limited to those individuals who are enrolled in the CHI Benefits Program or to individuals who have been referred by the following HHP Case Management Teams: Project Connect, Health Care for the Homeless Program Adult or Youth Teams. HHP clients, including Puentes clients, who are eligible to receive payee services through County Mental Health (CMH) will be served through the CMH contract with CSS/SCCCC. The MMP counselors, in collaboration with HHP Case Managers, will establish a budget for each client to insure the client's basic needs are met as per State and Federal requirements. MMP Counselors will process and distribute checks, monitor client's monthly financial activity and provide support, education and training to improve the client's budgeting and money management skills. The ultimate goal is to assist the client to develop ~~skills~~ necessary to manage their own money whenever possible. MMP Counselors will interact directly with clients, coordinators, and their family support persons as appropriate.

3. Description of Client Population:

CSS Money Management Program for HPHP serves chronically homeless adults 18 years and older who have been referred by HPHP for payee and money management services who are receiving SSI/SSDI Benefits.

4. Performance Measures

- A. CCS money management program will insure accurate and timely check distribution, including planned frequencies and emergency requests.
- B. CSS will prepare client lists of those individuals receiving money management services through the HPHP contract on a quarterly basis and as requested by HPHP.

5. Fair Hearing Practice:

Complaints and grievances brought by clients participating in CSS may go through up to five levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) staff Supervisor; (2) Program Manager; (3) Program Director; (4) agency Executive Director; and (5) external systems, e.g. legal. Formal grievance hearing procedures are established for residents in State funded housing in accordance with State guidelines. Medi-cal beneficiaries shall be provided all rights under the State guidelines.

COUNTY OF SANTA CRUZ

EXHIBIT B - PAYMENT, BUDGET, AND FISCAL PROVISIONS

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

1. PAYMENT:

- A. For the fiscal year beginning on July 1, 2006, COUNTY agrees to provide CONTRACTOR with monthly advances for the months from July, 2006 through June, 2007 as follows: Part 01, \$270,610.75; Part 02, \$113,389.50; Part 03, \$113,954.75; and Part 05, \$24,500.
- B. For Part 04, the monthly advance payments from July 2006 through May 2007 (11 months) will be \$112,118 and for the month of June 2007 it will be \$112,122. For Part 10, the monthly advance payments from July 2006 through May 2007 (11 months) will be \$4,167 and for the month of June 2007 it will be \$4,163.
- C. In order to receive advance payment CONTRACTOR shall submit a claim, approved by the COUNTY, prior to the month of service. COUNTY shall approve and submit such claim to the auditor prior to the end of the month before the month of service.
- D. Total funding for the term of this Agreement (12 months) for all Parts is \$7,664,880.

2. LIMITATIONS:

- A. Limitations for Contracts Part 01 through 10 are subject to the limitations stated in Exhibit B1 of this Agreement.



LEGAL ENTITY: #00440 Santa Cruz Community Counseling Center
 PROGRAM NAME: Court Ward
 INDEX NUMBER: 363119/3638
 Summary

FISCAL YEAR: 2006/2007
 CONTRACT #: CO6 0129-03
 DATE: 10/13/06

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET

EXHIBIT B

CONTRACT TOTAL

PROGRAM COMPONENT	Vision, New School, Court & Community		
PROVIDER #	44BG,44CC		
REPORTING UNIT (RU)	YSVSN,YSALT		
MODE	15		
SERVICE FUNCTION	01-70		
CONTRACTOR'S GROSS COST	1,367,457		
REVENUES			
GRANTS			
PATIENT FEES			
PATIENT INSURANCE			
OTHER			
TOTAL REVENUES			
NET CONTRACT AMOUNT	1,367,457		

FUNDING SOURCES			
MEDI-CAL FFP			
EPSDT SGF	602,819		
OTHER - COE EPSDT MATCH	513,057		
OTHER - PVUSD EPSDT MATCH	8,000		
MHSA (HF & INDIGENT)	72,000		
MHSA (EPSDT 5% MATCH)	10,000		
REALIGNMENT/COUNTY	5,000		
TOTAL FUNDING SOURCES	156,581		
	1,367,457		

UNIT COST CALCULATION			
CONTRACTOR'S COSTS	1,367,457		
COUNTY'S DIRECT COSTS	184,779		
TOTAL DIRECT COSTS	1,552,236		
CONTRACT UNITS OF SERVICE	923,894		
COST PER UNIT - TOTAL	1.68		
CONTRACT COST PER UNIT	1.48		
COUNTY COST PER UNIT	0.20		
REIMBURSEMENT TYPE			

CONTRACT UNITS OF SERVICE	923,894		
CONTRACT MEDI-CAL UNITS	814,106		
CONTRACT MEDI-CAL %	88.1%		
CONTRACT HEALTHY FAMILY/INDIGENT UNITS	109,788		
CONTRACT MAX INDIGENT UNITS	118,100		

For all services, reimbursement is subject to the LIMITATION as specified in the Exhibit B Provisions.

LEGAL ENTITY: #00440 Santa Cruz Community Counseling Center
 PROGRAM NAME: Payee Services
 INDEX NUMBER: 363210/3638

FISCAL YEAR: 2006/2007
 CONTRACT # CO6 0129-05
 DATE: 09/29/06

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT B

0252

CONTRACT
 TOTAL

PROGRAM COMPONENT	Payee Services	Case	
PROVIDER #	4424	Management	
REPORTING UNIT (RU)	CSSMMP	Support	
MODE	15	60	
SERVICE FUNCTION	01-70	60	
CONTRACTOR'S GROSS COSTS	206,220	153,780	
REVENUES			
GRANTS			
PATIENT FEES	66,000		
PATIENT INSURANCE			
OTHER			
TOTAL REVENUES	66,000		
NET CONTRACT AMOUNT	140,220	153,780	

FUNDING SOURCES			
MEDI-CAL FFP	70,110		
MEDICARE			
REALIGNMENT/COUNTY	70,110	153,780	
OTHER			
TOTAL FUNDING SOURCES	140,220	153,780	

UNIT COST CALCULATION			
CONTRACTOR'S COSTS	140,220	153,780	
COUNTY'S DIRECT COSTS	16,875		
TOTAL DIRECT COSTS	157,095		
CONTRACT UNITS OF SERVICE	84,375		
COST PER UNIT - TOTAL	1.86		
CONTRACT COST PER UNIT	1.66		
COUNTY COST PER UNIT	0.20		
REIMBURSEMENT TYPE	RATE	COST	

CONTRACT UNITS OF SERVICE	84,375	N/A	
CONTRACT MEDI-CAL UNITS	84,375		
CONTRACT MEDI-CAL %	100.0%		
CONTRACT INDIGENT UNITS			
CONTRACT MAXIMUM INDIGENT UNITS	8.438		

For all services, reimbursement is subject to LIMITATIONS as specified in the Exhibit B1 Provisions.

COUNTY OF SANTA CRUZ

EXHIBIT BI - ADDITIONAL PAYMENT, BUDGET, AND FISCAL PROVISIONS

1. PAYMENTS:

- A. COUNTY agrees to pay CONTRACTOR in a timely manner, no later than 30 days following the receipt and acceptance of the claim by COUNTY. If COUNTY does not accept CONTRACTOR claim as correct or valid, COUNTY will provide notice to CONTRACTOR within 1 day of such determination.
- B. CONTRACTOR'S monthly claim in arrears for reimbursement from COUNTY shall show all CONTRACTOR'S actual and allowable costs resulting from services/activities and/or funding for the particular claim month for cost reimbursement services and units of service provided for the particular claim month for rate reimbursement services.
- C. Where CONTRACTOR requires payment advances, CONTRACTOR assures COUNTY that an advance is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
- D. When advances are requested by CONTRACTOR under this agreement, COUNTY agrees to provide CONTRACTOR with monthly advances for the forthcoming fiscal year for July and August equal to 1/12th per month of the prior year contract amount or 1/12 of the new year amount, whichever is less. After a new agreement is signed for the forthcoming year, for the month of September, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th of the New Year amount plus, if appropriate, an adjustment for the months of July and August. For the remainder of the fiscal year, COUNTY agrees to provide CONTRACTOR with monthly advances equal to 1/12th of the new fiscal year contract amount, except as noted below under LIMITATIONS.
- E. Claims shall be submitted by CONTRACTOR on forms and in manner as prescribed by COUNTY.

2. **PAYMENT LIMITATIONS:** The Service Agreement Budget pages of Exhibit B of this Agreement will specify the type of payment modality for each type of service delivered by the CONTRACTOR. **Service modalities shall be identified on the Budget Page under Reimbursement Type as RATE, COST or COST-SMA.**

- A. Reimbursement limitations for RATE service modalities are as follows:
 1. Contract Units of Service, Contract Medi-Cal Units, Contract Indigent Units and Contract Maximum Indigent Units shall be negotiated for each applicable mode of service on the Service Agreement Budget page of Exhibit B.

2. CONTRACTOR shall be reimbursed for each unit of service delivered at the Contract Cost Per Unit rate specified on the Service Agreement Budget pages of Exhibit B, up to the Net Contract Amount for that type of service, unless otherwise limited by other provisions in this Exhibit. There will be no adjustment made for the actual cost of delivering said service, except for any required Short-Doyle Medical (SDMC) Federal Financial Participation (FFP) payback by CONTRACTOR as detailed elsewhere in this Exhibit. There will be no reimbursement for any units of service that are disallowed or denied by the COUNTY Quality Improvement Committee UR process or through the State of California audit process.

3. Contract Indigent Units are defined as units of service that are delivered to clients who are not enrolled in the Medi-Cal, Healthy Families or Healthy Kids benefit programs. CONTRACTOR shall not receive reimbursement for any units of service delivered to Indigent clients in excess of the number of units of service specified in Contract Maximum Indigent Units by type of service. COUNTY has no obligation to pay for any Indigent units produced in excess of the Contract Maximum Indigent Units reflected.

4. If the COUNTY makes advance payments to CONTRACTOR for these services, at the end of each quarter, COUNTY will review total units of service data provided by CONTRACTOR as entered into the COUNTY'S management information system. If CONTRACTOR has provided 95% or more of the quarterly total units of service budgeted in the Service Agreement Budget pages of Exhibit B, COUNTY will make full payment on the next monthly claim submitted by CONTRACTOR. If CONTRACTOR has not provided 95% of the quarterly budgeted total units of service, COUNTY will reduce the next CONTRACTOR claim by at the number of units of service short of the 95% proration times the rate for these particular units as specified in the Service Agreement Budget pages of Exhibit B. If in subsequent quarters of the fiscal year, CONTRACTOR provides total year-to-date units in excess of 95% of year-to-date budgeted units, COUNTY will restore previously subtracted amounts on the next monthly claim.

B. Reimbursement limitations for COST service modalities are as follows:

1. If applicable to the type of service delivered by CONTRACTOR, Contract Units of Service, Contract Medi-Cal Units, Contract Indigent Units and Contract Maximum Indigent Units shall be negotiated for each applicable mode of service on the Service Agreement Budget page of Exhibit B.

2. CONTRACTOR shall be reimbursed for the actual costs expended by CONTRACTOR for each type of service delivered, up to the Net Contract Amount for that type of service, unless otherwise limited by other provisions in this Exhibit. There will be no reimbursement for any costs that are disallowed or denied by the COUNTY audit process or through the State of California audit process.

3. If the COUNTY makes advance payments to CONTRACTOR for these

services, at the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred for those services. If CONTRACTOR has expended 90% or more of the quarterly cost budgeted in the Service Agreement Budget pages of Exhibit B, COUNTY will make full payment on the next monthly claim submitted by CONTRACTOR. If CONTRACTOR has not expended 90% of the quarterly budgeted cost, COUNTY will reduce the next CONTRACTOR claim by the actual expenditures short of the 90% proration of the budget specified in the Service Agreement Budget pages of Exhibit B. If in subsequent quarters of the fiscal year, CONTRACTOR expends total year-to-date costs in excess of 90% of year-to-date budget, COUNTY will restore previously subtracted amounts on the next monthly claim.

C. Reimbursement limitations for COST-SMA service modalities are as follows:

1. Contract Units of Service, Contract Medi-Cat Units, Contract Indigent Units and Contract Maximum Indigent Units shall be negotiated for each applicable mode of service on the Service Agreement Budget page of Exhibit B.
2. CONTRACTOR shall be reimbursed for the actual costs expended by CONTRACTOR for each type of service delivered, up to the Net Contract Amount for that type of service, unless otherwise limited by other provisions in this Exhibit. There will be no reimbursement for any costs that are disallowed or denied by the COUNTY audit process or through the State of California audit process.
3. CONTRACTOR'S maximum reimbursement for actual costs under service modality type COST-SMA is further limited to the lower of: a) the maximum amount as shown in Net Contract Amount of the Service Agreement Budget page of Exhibit B, or b) the amount calculated by multiplying total units of service delivered (as entered into the COUNTY'S management information system and not denied through any audit process) by the Maximum Contract Cost Per Unit as shown on the Service Agreement Budget page of Exhibit B.
4. If the COUNTY makes advance payments to CONTRACTOR for these services, at the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred for those services. If CONTRACTOR has expended 90% or more of the quarterly cost budgeted in the Service Agreement Budget pages of Exhibit B, COUNTY will make full payment on the next monthly claim submitted by CONTRACTOR. If CONTRACTOR has not expended 90% of the quarterly budgeted cost, COUNTY will reduce the next CONTRACTOR claim by the actual expenditures short of the 90% proration of the budget specified in the Service Agreement Budget pages of Exhibit B. If in subsequent quarters of the fiscal year, CONTRACTOR expends total year-to-date costs in excess of 90% of year-to-date budget, COUNTY will restore previously subtracted amounts on the next monthly claim.

3. **SETTLEMENTS:** In addition to the quarterly advance payment settlements listed above, settlements of total amount due to CONTRACTOR will be made at the following times:
- A. Filing of Cost Report – At the time when CONTRACTOR submits the cost report required by other provisions of this Agreement, CONTRACTOR shall reconcile all amounts earned under this Agreement and CONTRACTOR shall submit a claim for any amounts due from COUNTY or CONTRACTOR shall submit a check to COUNTY reimbursing COUNTY for any unearned amounts.
 - B. Subsequent to the COUNTY'S filing of the DMH SD/MC Cost Report for the fiscal year, which occurs 6 months after the close of the fiscal year, there may be a secondary settlement required if it is determined that units and or costs previously submitted by CONTRACTOR are not eligible for reimbursement to CONTRACTOR. Disallowance may result from erroneous information or disallowance under DMH regulations. Notices for any settlement under this provision will be sent by COUNTY to CONTRACTOR within 60 days of the time which COUNTY files the DMH SD/MC Cost Report.
 - C. At the subsequent time when all the COUNTY'S outstanding claims for payment from SD/MC are paid to COUNTY by the State, approximately 18 months following the close of the fiscal year, there may arise the requirement for a third settlement reconciliation. DMH may, prior to completing payment to the COUNTY of all outstanding COUNTY claims, disallow additional units and or costs previously submitted by COUNTY. COUNTY may choose to appeal the DMH disallowance(s) and therefore reserves the right to defer reconciliation with CONTRACTOR until resolution of the appeal. Notices for any settlement under this provision will be sent by COUNTY to CONTRACTOR within 60 days of the time which COUNTY receives notice from the State of total reconciliation of SD/MC units of service data.
 - D. A final reconciliation and settlement may occur subsequent to the audit of the COUNTY'S SD/MC Cost Report by DMH. DMH may disallow cost and or unit of service reported by COUNTY on the SD/MC Cost report. COUNTY may choose to appeal the DMH disallowance(s) and therefore reserves the right to defer reconciliation with CONTRACTOR until resolution of the appeal. Notices for any settlement under this provision will be sent by COUNTY to CONTRACTOR within 60 days of the time which COUNTY receives notice from the State of final audit determination.
 - E. If CONTRACTOR acts in good faith to insure their staff and programs completely comply with all COUNTY'S direction and requirements, and audit exceptions are result of following COUNTY'S direction and requirements and not from CONTRACTOR'S errors or omissions, CONTRACTOR shall not be responsible for such audit exceptions. If CONTRACTOR disagrees with an audit finding against it, CONTRACTOR may appeal that decision to the Mental Health Director for a review of the disputed finding. CONTRACTOR may appeal the decision of the Mental Health Director to the Health Services Agency Director, who shall have final authority to determine CONTRACTOR'S responsibility of an audit finding.

3. BUDGET CONTROL:

- A. CONTRACTOR may transfer up to **5%** of the total contract budget on each budget page within this Agreement between budget categories or types of service on that budget page. Transfers of cumulative amounts greater than 5% may only be made with the advanced written permission of COUNTY'S Administrator.
- B. Grants and pass through funds will be exempt from the 5% budget transfer provision unless otherwise specifically allowed in Exhibit B.

4. COST REPORT:

- A. CONTRACTOR agrees to submit a detailed cost report in the format prescribed by the State Department of Mental Health (DMH) **no later than 60 days after the end of the contract period**. COUNTY will provide the State DMH format to CONTRACTOR via e-mail, U.S. Postal Service, or hand delivery. The CONTRACTOR shall also submit a copy of the CONTRACTOR'S trial balance (statement of revenue and expenses) relative to the services performed under this contract with the cost report. As a part of the cost report, CONTRACTOR will reconcile in writing the total units of service delivered under this Agreement to the units of service reported by CONTRACTOR to COUNTY'S data system. The COUNTY reserves the right to withhold payment due to CONTRACTOR under this Agreement or subsequent year's Agreements until that time which CONTRACTOR submits the required cost report to COUNTY.
- B. CONTRACTOR shall remit any unearned funds to the COUNTY at the time CONTRACTOR submits cost report. In the event that the unit reconciliation indicates that CONTRACTOR delivered the contracted or greater units of service than had been previously reported to the COUNTY'S data system, and total payments made to CONTRACTOR by COUNTY is less than the contract maximum amount, CONTRACTOR may submit an invoice to COUNTY for any additional amounts owed, up to the contract maximum amount, after the units of service have been properly recorded and entered into the COUNTY'S data system.

5. OTHER FINANCIAL PROVISIONS:

- A. If CONTRACTOR'S actual costs for any service within this Agreement are less than the amount paid by COUNTY to CONTRACTOR for that service, CONTRACTOR agrees to reimburse COUNTY 25% of the difference prorated by the number of Medi-Cal units of service for that type of service as compared to the total units of service delivered for that type of service (actual Medi-Cal percentage). This reimbursement may occur at any of the settlement times listed above in this Exhibit. This provision will be applied at a legal entity level consistent with the State-Federal audit settlement on Short-Doyle Medi-Cal Federal Financial Participation (FFP) profits.
- B. All services to be provided by CONTRACTOR under this Agreement are reflected in the Services Agreement Budget pages of Exhibit B.

Exhibit B1, 2006-2007

- C. In those cases where CONTRACTOR will provide, under the terms of this Agreement, Medi-Cal services and where such services will be reimbursed by COUNTY, CONTRACTOR shall be appropriately certified as a Medi-Cal Health provider by the Mental Health Plan of the county of placement, as well as by the Santa Cruz County Mental Health Plan.

Exhibit B1 2006-07

1/6/06

COUNTY OF SANTA CRUZ

EXHIBIT C – STANDARD COUNTY / AGENCY PROVISIONS

1. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

2. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 2 and 3 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

3. **INSURANCE.** Unless waived in Exhibit X, Paragraph 1 of this Agreement, or modified in Exhibit X, Paragraph 2 of this Agreement, CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

A. TYPES OF INSURANCE AND MINIMUM LIMITS

1. Worker's Compensation in the minimum statutory required coverage amounts.

2. Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of \$1,000,000.

B. OTHER INSURANCE PROVISIONS

1. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonable affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.
2. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:
"The County of Santa Cruz, its officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."
3. All required insurance policies shall be endorsed to contain the following clause:
"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: County of Santa Cruz, Health Services Agency, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060."
4. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent

to: County of Santa Cruz, Purchasing/ Claims, 1080 Emeline Avenue,
Sanfa Cruz, CA 95060.

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:
1. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider MinorityNVomenIDisabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for MinorityNVomenIDisabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
 2. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
 3. The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 4B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that

the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors, which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

6. **NONASSIGNMENT.** CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

7. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

8. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is **accepted** by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

9. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

10. **LIVING WAGE.**

This Agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees and compliance with the non-wage provisions of the Code, if initialed by the COUNTY in Exhibit X, Paragraph 3. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

11. **FINANCIAL REPORTING.** CONTRACTOR shall:

A. Within 180 days of the end of each of the CONTRACTOR'S fiscal years occurring during the term of this Agreement, the CONTRACTOR shall provide the Contract Administrator with two (2) copies of Financial Statements relating to the entirety of the CONTRACTOR'S operations. Financial Statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one (1) copy of the Financial Statements to the Auditor-Controller.

1. For the purposes of this paragraph, 'CONTRACTOR'S fiscal year' shall be that period the CONTRACTOR utilizes for its annual budget cycle.

2. The Contract Administrator with concurrence of the County Auditor-Controller may agree to extend the deadline for the Financial Statements required by this paragraph.

B. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Agreement. The Contract Administrator shall notify the Auditor-Controller of any impairment upon being notified by the CONTRACTOR.

C. In the sole discretion of the COUNTY, the requirements of this paragraph may be exempted where the Contract Administrator and the County Auditor-Controller ascertain that such reporting is not essential, and both certify to its inapplicability by initialing in Exhibit X, Paragraph 4.

12. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.

CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal audit agency.

13. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office or measure before the electoric.

14. LOBBYING. None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(ib)(3).

15. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.

16. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.

17. RESPONSIBILITY FOR INVENTORY ITEMS.

A. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an

inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

- B.** Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

18. NONDISCRIMINATION IN SERVICES.

- A.** By signing this Contract, Contractor certifies under the laws of the State of California that Contractor and its Subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); 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 thereunder (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.
- B.** For the purpose of this Contract, discrimination on the basis of race, color, creed, national origin, sex, age, or physical 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 must meet in order to be provided any service or benefit.
- C.** Contractor shall, on a cycle of at least every three years, assess, monitor, and document each Subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that

recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. Contractor shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.

Contractor shall include nondiscrimination and compliance provisions in all subcontracts. Contractor shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

D. 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 hereunder.

19. **CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTORS duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
20. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by Federal, State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
21. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
22. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties

produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

23. **EVALUATION RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
24. **TRAVELING EXPENSES, FOOD AND LODGING.** CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed federal issued per diem rates. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.
25. **CONTRACTOR PERSONNEL STANDARDS.** The CONTRACTOR shall determine that all staff providing services under this Agreement shall be qualified to perform the job requirements under this Agreement.
26. **AMENDMENTS.** No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.
27. **NOTICE OF POSSIBLE TERMINATION FOR CAUSE.**
 - A. In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.
 - B. In the event of a termination pursuant to Paragraph 27A, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under

Paragraph 27A reduced by the amount of damages sustained by COUNTY by reason of such breach.

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28. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
29. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year- end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement, including non-compliance with agreements from prior years.
30. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination.
31. **SAFETY AND INFECTION CONTROL.** CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are **no** enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
32. **CULTURAL COMPETENCY.** In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations.

Exhibit C 2006-07
11/6/06

COUNTY OF SANTA CRUZ

EXHIBIT D - STANDARD MENTAL HEALTH PROVISIONS

This is an Agreement between the parties relating to the rendering of mental health services as defined in, and for which State reimbursement may be claimed under, the provisions of the Bronzan-McCorquodale Act (Part 2 of Division 5, Welfare and Institutions Code) and its accompanying regulations contained in Subchapter 3 of Title 9, California Code of Regulations, parts of which provide definitions, standards, and procedures by and pursuant to which such services may lawfully be provided. Services shall be provided under the general supervision of the Health Services Agency Director or his or her designee. For the purposes of this Section, "designee", may include any permanent employee on the staff of such Director as may be appropriately designated to provide liaison, coordination, or supervision over the services described herein.

1. **ADMINISTRATION:**

COUNTY'S Director of Mental Health, or his or her designee, hereinafter called COUNTY'S ADMINISTRATOR, under direction of the Health Services Agency Director, shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY. CONTRACTOR'S Executive Director shall administer this Agreement on behalf of CONTRACTOR.

2. **NOTICE:**

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the officials cited in Paragraph 1 above, for CONTRACTOR at the address cited on this Agreement's cover sheet, and for COUNTY at Community Mental Health, P.O. Box 962, Santa Cruz, CA 95061-0962, Attention: Director of Mental Health.

3. **PROVISION OF SERVICES:**

- a. CONTRACTOR agrees to establish and conduct a program of mental health services under the Bronzan-McCorquodale Act to persons with behavioral and emotional disorders who reside in Santa Cruz County and are eligible for treatment under the Santa Cruz County Performance Contract. All services rendered under this Agreement shall be subject to the supervision of the COUNTY'S Director of Mental Health and shall be provided in a manner consistent with the requirements of the Bronzan-McCorquodale Act; Subchapter 3 of Title 9, California Code of Regulations; and applicable ordinances and resolutions of the Santa Cruz County Board of Supervisors.
- b. The COUNTY Director of Mental Health or his or her designee shall specify in writing the kind, quality and amount of service which shall be provided to each eligible patient/client under this Agreement. Said service to be mutually agreed upon and fall within parameters of this Agreement.

Exhibit D, 2006-2007

- c. CONTRACTOR agrees to provide services to program clients throughout the period of this Agreement.
- d. As part of the State required Quality Assurance and Improvement Plan, CONTRACTOR shall develop a grievance process for use by clients and family members to express concerns about access to and/or quality of care. This process shall be in writing and available to the public. As part of this process, CONTRACTOR shall maintain a grievance log and provide an annual report on numbers and types of grievances, outcomes of the grievances, and system issues causing problems for patients.

4. CONFORMANCE TO STATE REGULATIONS:

It is agreed that the Short-Doyle/MediCal Manual for the Rehabilitation Option and Targeted Case Management, an official publication of the State Department of Mental Health promulgated pursuant to the Bronzan-McCorquodale Act, establishes basic requirements to which a contract provider must adhere for approval by the State. CONTRACTOR agrees to comply with all applicable provisions of this manual and any amendments thereto, which by this reference is incorporated into and made a part of this Agreement. A manual will be provided to the CONTRACTOR upon request.

- a. Procedure for Complaint Process. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of race, color, religion, age, disability, national origin, gender, or sexual orientation shall be resolved by the State through the Department of Mental Health's Affirmative Action complaint process.
- b. Notice of Complaint Process. CONTRACTOR shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination, or a violation of their civil rights with the Department of Mental Health.

5. RECORDS:

- a. Client Records. CONTRACTOR shall maintain individual records for each client. Such records shall include identifying data, social and financial data, and a record of services provided by various personnel in such sufficient detail to make possible an evaluation by COUNTY of services rendered. COUNTY, at its sole option, may take custody and be responsible for safeguarding CONTRACTOR'S client records upon termination of this Agreement and shall thereupon act as custodian of such records for CONTRACTOR. CONTRACTOR shall be permitted access to and have a right to make copies of such records at any time. COUNTY agrees to maintain such records for such period as may be required by Title 22 of the California Code of Regulations. COUNTY agrees that such custody will conform to applicable confidentiality provisions of State and Federal law.
- b. Right to Review. CONTRACTOR authorizes the State Department of Mental Health, the Health Services Agency Director or his/her designee and/or designated auditors of the COUNTY or State, the right to inspect and otherwise evaluate the appropriateness and timeliness of services performed, and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and payments made pursuant to this

Exhibit D, 2006-2007

Agreement. The State Departments of Health and Mental Health shall have the ~~same~~ rights of inspection and evaluation of Medi-Cat services provided by CONTRACTOR pursuant to this Agreement.

- c. Confidentiality of Client Records and Information. For the COUNTY'S Mental Health system (i.e., all Bronzan-McCorquodale funded providers) to provide coordinated, quality care, all COUNTY and Contract providers must be able to discuss and exchange relevant clinical and service needs information, as permitted by state and federal law. This information may be exchanged when making referrals, accepting referrals or coordinating service delivery to a client. CONTRACTOR is responsible for insuring that its ability to exchange client information within the Bronzan-McCorquodale provider system is maintained. CONTRACTOR is responsible to store, maintain, and protect the privacy of health records and confidentiality of all protected health information, as required by state and federal law.

6. ACCOUNTS RECEIVABLE:

In the event that CONTRACTOR or COUNTY terminates this Agreement, the COUNTY shall retain its interest in the accounts receivable which were a result of the CONTRACTORS Bronzan-McCorquodale eligible service under this Agreement. The accounts receivable shall either be assigned to the COUNTY or shall be used to offset any amounts that may be due to CONTRACTOR resulting from such termination with said determination to be made by COUNTY in the exercise of its reasonable judgment.

7. PRODUCTIVITY:

CONTRACTOR shall develop and monitor individual written staff productivity standards which maximize direct services to clients. CONTRACTOR shall provide written productivity standards and a method of monitoring those standards to the COUNTY Administrator.

8. QUALITY IMPROVEMENT PARTICIPATION:

All CONTRACTORS who provide direct services to clients in the county shall participate in the Quality Improvement program. This includes periodic meetings providing review of clinical records, peer review, difficult case conferences, utilization review, and client outcomes development and review.

9 CULTURAL COMPETENCY:

In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations.

CONTRACTOR will have policies that comply with Title VI (Civil Rights Act) requirements prohibiting the expectation that family members provide interpreter services. CONTRACTOR will provide services in the COUNTY's threshold language (Spanish), or will provide free language assistance services. CONTRACTOR shall have policies and procedures for meeting language needs for consumers who do not meet threshold language criteria.

CONTRACTOR shall have available culturally and linguistically appropriate written information for identified threshold languages.

CONTRACTOR shall have available, as appropriate or feasible, alternatives and options that accommodate individual preferences and cultural and linguistic differences.

CONTRACTOR shall have a process to ensure that staff is able to provide culturally and linguistically competent medically necessary specialty mental health services. CONTRACTOR will provide or make available to staff cultural competence training, including an annual training on client culture.

CONTRACTOR will encourage staff participation in the COUNTY's Cultural Competence Council.

10. REPORTABLE INCIDENTS:

CONTRACTOR shall report within **24** hours all incidents affecting the immediate health, safety and well being of clients to the office of the Director of Mental Health. Reportable incidents include, but are not limited to, all deaths, episodes of acute life threatening illness, serious physical or psychological injuries (or risk thereof), and allegations of abuse and/or neglect.

CONTRACTOR shall establish procedures for the investigation of such incidents and shall cooperate with any additional investigation COUNTY may wish to conduct.

11. SHORT-DOYLE/MEDI-CAL SERVICES (SDMC):

If the CONTRACTOR provides services billed to SDMC, the following requirements apply:

Mutual Objectives

a. Both CONTRACTOR and COUNTY Desire:

(1) To assure that all Title XIX eligible clients are informed of the Medi-Cal program, and how to access it.

(2) To assure that assistance is provided to eligible individuals in determining their eligibility for participation in California's Medi-Cal plan.

(3) To assure the availability of early and appropriate interventions so that diagnosis, treatment, and rehabilitation occur in a timely manner.

(4) To assure that eligible individuals are aware of and understand, in culturally competent and language specific terms, the benefits of preventive and remedial care.

(5) To assure that health-related services provided to clients served by the CONTRACTOR are of sufficient amount, duration, and scope to correct or ameliorate the condition for which they were determined to be medically necessary.

The CONTRACTOR Agrees:

- a. To complete accurate CDS data forms documenting services provided by clinical staff and enter the data into the COUNTY'S management information system within 5 business days of service delivery.
- b. To work with Mental Health Patient Accounting/Billing section to confirm current eligibility for Medi-Cal and Medicare benefits and assist clients in applying for benefits if appropriate.
- c. To document all services for a client in the medical record and to get approval for all planned services from the client's Coordinator.
- d. To provide support as requested for the Quality Improvement Committee.
- e. To reimburse the COUNTY for all audit exceptions and disallowances (which are determined by the Mental Health Director, or his/her designee, to be the responsibility of the CONTRACTOR) from either, 1) State audits (Fiscal & Quality Assurance); or 2) Quality Improvement Committee/UR denials.

This reimbursement shall be paid within thirty (30) days of the disallowance, unless the provider chooses to appeal pursuant to Short-Doyle/Medi-Cal procedures. When the outcome of appeal is determined, final settlement shall be made to the COUNTY within thirty (30) days.

- f. To comply with all State requirements of Short-Doyle/Medi-Cal including Coordinated Services Quality Assurance, certification, staffing ratios, documentation requirements, service authorization, etc. These are reflected in the State manuals and implemented in the local Quality Management Plan. All providers are required to obtain, review, and remain in full compliance with the local Quality Management Plan and Utilization Review Plan.
- g. To perform Medi-Cal Administrative and Outreach activities as an agent for the Santa Cruz County Health Services Agency, in order to improve the availability, accessibility, coordination, and appropriate utilization of preventive and remedial health care resources to Medi-Cal eligible individuals and their families (where appropriate), and to capture information using methods developed by the State (with training in these methods provided by the COUNTY) under the direction of the COUNTY. The activities to be included are as approved by the State Department of Mental Health. It is the responsibility of CONTRACTOR to remain current on the requirements for documentation of costs and activities as defined by the State.
- h. The CONTRACTOR is responsible for monitoring services provided, the benefit status of clients, insuring the Mental Health Patient Accounting/Billing section receives current client eligibility status for billing, and working to correct any billing data errors.

The COUNTY Agrees:

Exhibit D, 2006-2007

- a. To provide Short-Doyle/Medi-Cal, patient accounting and billing services to all providers.
- b. To provide CDS services and MIS reports to facilitate assignment of Coordinators and productivity.
- c. To provide Quality Assurance Training as requested by the provider.
- d. To provide medical records and clinical forms to all providers.
- e. To provide consultation and clinical supports based on specific services,
- f. To coordinate regarding client benefit and UMDAP status.
- g. Costs for **COUNTY** supports of direct services shall be included in the Budget Exhibit of this Agreement.

12. MEDICARE PARTIAL HOSPITALIZATION FOR COMMUNITY MENTAL HEALTH CENTERS:

If the CONTRACTOR provides services billed to Medicare for partial hospitalization, the following requirements apply:

The CONTRACTOR Agrees:

- a. To document services on CDS forms in compliance with Medicare billing requirements and the Medicare Plan of Care approved by a physician within 5 days of admittance of the program.
- b. To complete the physician certification and 2 week updates to the Medicare plan.
- c. To provide an assessment documenting medical necessity and the need for services as defined by Medicare clinical policies.
- d. To provide complete clinical documentation of services in the medical record and all necessary documentation to comply with Medicare help letters and appeals.
- e. To repay the COUNTY for any federal disallowances initiated by HCFA or the fiscal intermediary for the Medicare Partial Hospitalization program.

The COUNTY Agrees:

- a. To provide training on Medicare requirements, documentation needs, etc.
- b. To bill for all services and provide patient accounting and computer supports.

Exhibit D, 2006-2007

- c. To provide training on Medicare Partial Hospitalization requirements, etc., and provide billing, patient accounts and computer support services related to the partial hospitalization program.
- d. To ensure that partial hospital services are part of an integrated service program with the goal and intent of avoiding hospitalizations.
- e. To provide Quality Improvement staff support to review and send materials to the Medicare fiscal intermediary for help letters and appeals. Where appropriate, legal support for Medicare appeals shall also be provided by the County.

Exhibit D 2006-07
11/6/06

**EXHIBIT H₃- HIPAA
BUSINESS SERVICES ADDENDUM
Covered Entity to Covered Entity**

This Business Services Addendum (this "Addendum") is entered into by and between the COUNTY OF SANTA CRUZ, hereinafter referred to as "COUNTY" and CONTRACTOR in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, governing protected health information ("PHI), as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA).

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined in HIPAA legislation and agree to use; and disclose protected health information as required by law.

COUNTY AND CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment and health care operations.

COUNTY OF SANTA CRUZ
EXHIBIT X - REVISIONS

1. INSURANCE WAIVERS

The following insurance coverages are waived if initialed by COUNTY's representative and also approved by the COUNTY's Risk Manager:

- | | Initials |
|--|----------|
| a. Worker's Compensation | [] |
| b. Automobile Liability | [] 1 |
| c. Comprehensive or Commercial General Liability | [] 1 |
| d. Professional Liability | [] 1 |

Approved by Risk Manager: _____ Date: _____

2. INSURANCE REDUCTIONS

The insurance coverage minimum amounts required in Exhibit C.3A., are hereby reduced to the amount indicated if initialed by the COUNTY's representative and also approved by the COUNTY's Risk Manager:

- | | Initials | Revised Amount |
|--|----------|----------------|
| a. Worker's Compensation | [] 1 | |
| b. Automobile Liability | [] 3 | N/A |
| c. Comprehensive or Commercial General Liability | [] 1 | |
| d. Professional Liability | [] | N/A |

Approved by Risk Manager: _____ Date: _____

3. LIVING WAGE

This Agreement is subject to the Living Wage provisions of the Santa Cruz County Code if initialed by COUNTY here: 9K

4. FINANCIAL REPORTING

COUNTY waives Financial Reporting requirements of Exhibit C Paragraph 11 if initialed here by Auditor-Controller: _____ and Contract Administrator: _____

5. OTHER STANDARD LANGUAGE REVISIONS

The provisions set forth below shall supersede and take the place of the paragraph(s) they replace. All other provisions of this Agreement shall remain the same. Check and complete the appropriate box(es).

There are **no** revised paragraphs in this Agreement.

OR

There **are** revised paragraphs in this Agreement (if so, please specify below)
Paragraph " " of Exhibit " " is hereby revised to read as follows:

An Addition to said contract shall be as follows:

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0279

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)

BY: An [Signature] (Signature) 1/8/07 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same,

1. Said agreement is between the Health Services Agency - Mental Health (Department/Agency)
and Front Street, Inc., 303 Potrero St., Suite 1A, Santa Cruz, CA 95060 (Name/Address)

2. The agreement will provide a variety of residential, outpatient, day treatment and housing support services.

3. Period of the agreement is from July 1, 2006 to June 30, 2007

4. Anticipated Cost Is \$ 3,818,452 through June 30, 2007 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Auditor: Please encumber an additional \$45,617 in CO60539-01 for a new total of ~~\$3,453,252~~ \$3,543,252

5. Detail: On Continuing Agreements List for FY 06 - 07 Page CC- 7, 8 & 9 Contract, No: 0539 OR 1st Time Agreement

- Section II No Board letter required, will be listed under Item 8
- Section III Board letter required
- Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 363149, 363174 & 362950 (Index) 4616 and 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.

Contract No: CO60539-01 to 04

By: [Signature] Date: 1/10/2007
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Health Services Agency Director (Dep/Agency Head) to execute on behalf of the

Health Services Agency (Department/Agency)

Date: 1/10/07

By: [Signature]
County Administrative Office

Distribution:

- Board of Supervisors - White
- Auditor Controller - Canary
- Auditor-Controller - Pink
- Department - Gold

State of California
County of Santa Cruz

[Signature]
ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,

State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 1/23/07

ADM - 29 (8101)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____ \$ _____
Document No. JE Amount Lines H/TL Keyed By Date

TC110 _____ \$ _____ / _____
Auditor Description Amount Index Sub object User Code

40

COUNTY

The COUNTY OF SANTA CRUZ through the HEALTH SERVICES AGENCY- Mental Health & Substance Abuse Services
1080 Emeline Avenue, P.O. Box 962, Santa Cruz, CA 95061-0962

0280

Hereinafter called COUNTY and:

CONTRACTOR

Name: Front Street Incorporated
Address: 303 Potrero Street, 42-103
Santa Cruz, CA 95060
(831) 420-0120

Hereinafter called CONTRACTOR for: various residential, outpatient, day treatment and housing support services to adult and transition age clients.

WHEREAS CONTRACTOR possesses certain skills, experience, education and competency to perform the special services and, COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and

WHEREAS pursuant to the provisions of California Government Code, Section 31000 the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

NOW, THEREFORE, the parties here to do mutually agree as set forth in

EXHIBITS

CHECK BOX IF ATTACHED	EXHIBIT	TITLE
<input type="checkbox"/>	A	Scope of Services
<input checked="" type="checkbox"/>	B	Budget, Fiscal and Payment Provisions
<input checked="" type="checkbox"/>	C	Standard County / Agency Provisions
<input checked="" type="checkbox"/>	D	Standard (Division) Provisions
<input type="checkbox"/>	E	Mental Health Medi-Cal, Medicare Requirements
<input checked="" type="checkbox"/>	H3	Business Services Addendum
<input checked="" type="checkbox"/>	X	Revisions

Said exhibits attached hereto are incorporated into this Agreement by this reference.

SIGNATURES

IN WITNESS THEREOF, COUNTY AND CONTRACTOR have executed this Agreement to be effective: July 1, 2006 through June 30, 2007

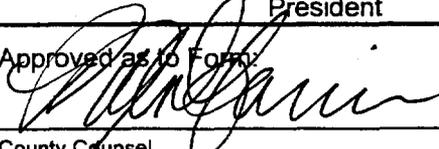
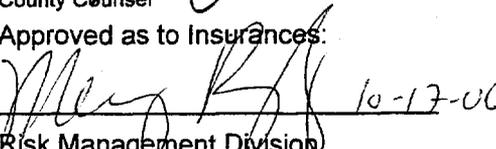
CONTRACTOR

COUNTY


Ann Butler
President


HEALTH SERVICES AGENCY

APPROVED AS TO:

Approved as to Form:

County Counsel
Approved as to Insurances:
 10-17-06
Risk Management Division

Suffix:	01	02	03	04
Index:	363149	363149	363174	362950
Subobject:	4616	4616	3665	3665
User Code:				
Amount:	\$3,543,252	\$188,400	\$75,300	11,500
Total Contract Amount: \$3,616,452				

DIST.

Clerk of the Board Auditor-Controller Health Services Agency Contractor

Exhibit A, 2006-2007**COUNTY OF SANTA CRUZ****EXHIBIT A -- Scope of Service****FRONT STREET, INC.****PART 01**

Provider: Front Street, Inc.
 Provider No.: 4476
 Program: **Opal Cliff Rehabilitation Center**
 Program Address: 4795 Opal Cliff Drive, Santa Cruz, CA 95062
 Provider Telephone: (831) 420-0120
 Program Telephone: (831) 464-8694

Provider: Front Street, Inc.
 Provider No.: 44AU
 Program: **Darwin House**
 Program Address: 707 Darwin Street, Santa Cruz, CA 95062
 Provider Telephone: (831) 420-0120
 Program Telephone: (831) 457-9091

Provider: Front Street, Inc.
 Provider No.: 44AZ
 Program: **Willowbrook Outpatient**
 Program Address: 157 Willowbrook Drive, Ben Lomond, CA 95005
 Provider Telephone: (831) 420-0120
 Program Telephone: (831) 336-5199

Provider: Front Street, Inc.
 Provider No.: N/A
 Program: **WRC - 1&2 (residential care)**
 Program Address: 155 Willowbrook Drive, Ben Lomond, CA 95005
 174 Willowbrook Drive, Ben Lomond, CA 95005
 Provider Telephone: (831) 420-0120
 Program Telephone: (831) 336-5196

Provider: Front Street, Inc.
 Provider No.: 44AV
 Program: **Front Street Outpatient and Crisis**
 Program Address: 126 "A" Front Street, Santa Cruz, CA 95060
 Provider Telephone: (831) 420-0120
 Program Telephone: (831) 427-9343

Provider: Front Street, Inc.
 Provider No.: 4439
 Program: **Front Street Residential Care**
 Program Address: 126 Front Street, Santa Cruz, CA 95060
 Provider Telephone: (831) 420-0120
 Program Telephone: (831) 427-3387

1.0 PROGRAM INTENT

1.1 Primary Task: The purpose of Front St. Inc. programs is to provide recovery oriented integrated mental health services within a continuum of supervised and supportive residential settings. **FSI** provides services that focus on assisting clients to live in the least restrictive level of care and to enhance ones quality of life. Emphasis is placed on enhancing an individual's ability to live independently. The programs may utilize a variety of tools that will assist individuals with Daily Living Skills, and will provide linkage to employment, education and community integration. Front St. Inc programs have implemented a Wellness program. The goal of the Wellness program is to reduce the incidence of co-morbid diseases, such as obesity, diabetes and high blood pressure. Health education and exercise programs are integrated into the overall treatment programs.

1.2 Description of Services: Front Street, Inc. operates five residential settings. Two Social Rehabilitation Programs, Opal Cliff and Darwin House and three Licensed Residential Care Facilities, WRC #1, and #2 and Front St. Residential/Crisis Care. They are described as follows:

Opal Cliff Rehabilitation Center and Darwin House are State licensed and State certified Long Term Social Rehabilitation programs designed to provide residents independent living skills with a focus on community integration. Both programs allow stays of up to **18** months. These programs are recovery oriented and include mental health services, prevocational and vocational programs and independent living skills. Both Programs are licensed by Community Care Licensing and are certified by the California Department of Mental Health. The program staff works collaboratively with consumers and County Coordinators on specific treatment plans and goals. Residents are involved with shopping, cooking, budgeting, cleaning, gardening, and other household chores/skills. Education will be provided around medication issues, personal hygiene and independent housing issues. Emphasis will **be** placed on skills needed to obtain goals. Darwin and Opal Cliff are highly integrated with other COUNTY services that provide support and treatment to promote stable community living.

Opal and Darwin will have a special focus on the transitional age youth (**18-24** year olds). They accept referrals from and work closely with the County's TAY team. Both programs will provide temporary, structured, transitional housing designed to prepare transitional age youth for permanent community housing. The goal is for each resident to be placed in appropriate permanent housing by the end of his/her stay. Up to **15** beds will be designated for **TAY** and services provided to those individuals will be integrated with those provided by the TAY full service partnership team.

Rental subsidy from the one time subsidy-operating fund will facilitate the movement from transitional housing into permanent independent supported housing for the TAY population.

Exhibit A, 2006-2007

Willowbrook Residential Care (WRC#1 and #2) provides room, board, 24-hour care and supervision for up to **40** adults and older adults with a serious and persistent mental illness. WRC includes a State licensed 6-bed Residential Care Facility for the Elderly (RCFE) and a State licensed 34-bed Adult Residential Facility (ARF). WRC is licensed for both ambulatory and non-ambulatory persons.

Front Street Residential Care is a State licensed 47-bed residential care facility for individuals with a serious and persistent mental illness. Of the facility's 47 beds, **3** beds are designated for individuals in short-term crisis. The residential program assists residents with medication and medical appointments as well as with a wide variety of daily living skills. Residential care includes weekly residential council meetings, house meetings, staff meetings, money management and structured activities.

Willowbrook and Front St. Mental Health Services provide organized and structured multi-disciplinary treatment programs that maximize functioning of the participants. The programs assist clients in decreasing symptoms or behaviors that can result in utilization of higher levels of care. Services will include, but are not limited to, assessment, evaluation, plan development, psychotherapy, OT services, rehabilitation and collateral. The multidisciplinary teams include a licensed social worker, licensed family therapist, occupational therapist, mental health coordinators and aides. The teams provide coordinated care to the majority of residents, and offer recovery oriented support services. Coordinated care includes case management/brokerage and crisis intervention. Mental Health Services are intended to provide support while consumers work toward individual recovery goals.

Front St. Residential Crisis Treatment provides 3 designated beds that are contracted by Santa Cruz County Mental Health. Crisis Treatment is a blended program of services providing short-term unlocked residential care and intensive mental health services.

The target population is individuals who, as a result of a mental disorder, are dangerous to themselves, dangerous to others, or are gravely disabled; but can be safely treated at this lower level of care. These individuals would require psychiatric inpatient treatment if this lower level of care were not available. Referrals are accepted 7 days per week until 10 P.M. The length of stay may range from 1-30 days. The goal is to avoid unnecessary hospitalization, provide urgent mental health treatment, and to refer individuals to needed follow-up treatment resources. Discharge planning will include consideration of housing needs, physical health issues, substance abuse treatment, and financial/benefit assistance.

Front St. staff may provide a full range of mental health services to these individuals, including assessment, individual and group rehabilitation and therapy, collateral, crisis intervention, and case management/brokerage. Qualified practitioners may provide medication support services. The County Short Term Assessment Team (STAT), who also provides additional urgent mental health intervention, including psychiatric evaluation and treatment, refers individuals to this program.

CONTRACTOR will accept referrals to the above-described programs through the authority of the **COUNTY** operated Housing Council and the Short Term Assessment Team (STAT).

Exhibit A, 2006-2007

In addition to the services described above, CONTRACTOR service provision may include, but not be limited to, some or all of the following Medi-Cal Administrative Activities related to indirect patient care (as referenced in the County's Mental Health MAA Plan): Utilization Review/Quality Improvement (711), Medi-Cal Eligibility Intake/Benefit Assistance (715), Medi-Cal Outreach (717), Referral in Crisis Situations (713), Case Management of Non-Open Cases (718), General Administration (721), Day Program Support (741), Residential Support (751), Clinical Availability (761), Medi-Cal Contract Administration (724), MAA Related Training (719) General Mental Health Outreach (716) and Paid Time ~~OE~~ (731).

1.3 Description of Client Population: Seriously mentally ill adults and older adults who are residents of Santa Cruz County. The specific target population is adults who have required long-term institutional psychiatric care in the past, or are at risk of requiring long-term care without appropriate treatment supports.

1.4 Staffing: Contract file.

2.0 SYSTEM INTENT

2.1 Geographic area serviced: County of Santa Cruz.

2.2 Quality Assurance Program: Community Care Licensing; State Department of Mental Health; Community Residential Treatment System Certification; COUNTY Quality Improvement Committee. CONTRACTOR will attend all Quality Assurance meetings, Housing Council and Adult Managers on a weekly basis.

2.3 Organization and Administrative Structure: Contract file.

2.4 Internal System Affiliations: Agencies, programs within Bronzan-McCorquodale system, i.e., Community Mental Health, Community Connection, Community Support Services, etc.; Public Guardian's Office.

2.5 External System Affiliations: Santa Cruz City Schools, various residential care facilities, State Licensing and State Department of Mental Health.

2.6 Fair Hearing Practice: In-house Residential Council, conflict resolution with staff and CMH, House Policy Grievance Procedure; Community Care Licensing.

2.7 Community Care License: Shall be maintained at all times with all deficiencies corrected as required by the State Department of Community Care Licensing or State Department of Mental Health.

COUNTY OF SANTA CRUZ
EXHIBIT A – Scope of Service
FRONT STREET, INC.

Part 02

Provider: Front Street, Inc.
 Provider No.: N/A
 Program: Front St. Supported Housing Program
 Provider Address: 303 Potrero St., Suite 1A, Santa Cruz, CA 95060
 Provider Telephone: (831) 420-0120
 Program Telephone: (831) 420-0120

1. PROGRAM INTENT

1.1 Primary Task

The goal of this rental subsidy program is to increase the number of independent housing units for individuals who are able and ready to live in the community. County Mental Health is committed to assisting individuals with their recovery process. It is widely understood that recovery is only possible when one is housed. Given the lack of affordable housing, this program will provide a subsidy while people are on waiting lists for permanent subsidy with the Housing Authority.

1.2 Description of Client Population

Seriously mentally ill adults who are residents of Santa Cruz County. The specific target population is System of Care (SOC) adults who are in higher and more restrictive levels of care than is clinically indicated, or who are at high risk of requiring inpatient services or IMD placement resulting from inadequate housing and treatment supports.

1.3 Description of Services:

Rental subsidies for supportive housing will be provided to serve up to 33.5 Santa Cruz County seriously mental ill System of Care (SOC) adults who are in higher and more restrictive levels of care than are clinically needed. SOC adults may be placed directly from inpatient services or an IMD placement into this supported housing service when this level of care and placement is clinically appropriate. It is more likely that SOC TAY and adults in intermediate levels of residential care, like Opal Cliffs and Darwin House, would be placed into these supportive housing units. This will create capacity in the intermediate levels of care for SOC adults who are currently placed into, but no longer in need of, inpatient services or IMD placements.

1.4 Requirements to rent a subsidized unit

All individuals who are placed in a subsidized unit must demonstrate that they have signed up with the Housing Authority for Section 8 Vouchers.

1.5 Role of Housing Coordinator

The FSI Housing Coordinator provides services to residents of **FSI** Housing in order to ensure a safe living environment, and to assist them in improving skills needed to maintain housing. The Housing Coordinator also communicates with coordinators for all mental health service teams regarding psychiatric stability. The Housing Coordinator will author the Mental Health Service Plans and provide mental health services allocated to the FSIOP reporting unit.

1.6 Role of Property Manager

The FSI property manager will interface between the residents, property owners, Housing Authority and any other sources of rental subsidy. The manager will coordinate and oversee maintenance issues to assure the health, safety and overall well being for the residence as it pertains to the physical property. This manager may also assist individuals with home improvements, example: installation of bookcases, locating furnishings.

The property manager will assist in locating additional housing stock as subsidy's become available.

2. PRIMARY ROLES AND RESPONSIBILITIES

2.1 CONTRACTOR Roles and Responsibilities include:

- A. Locating, leasing, and managing property; (2) providing housing support for placed individuals and;
- B. Submitting a proposed budget to the COUNTY for review and approval for each property leased, describing the ongoing monthly lease subsidy and any one-time costs to be funded by the COUNTY.
 - 1. If subsequent actual budget line item or category type of expenditures differs from the approved budget by 5% or more, the CONTRACTOR must submit a revised budget request for review and approval by the Mental Health Director or his designee.

2.2 COUNTY Roles and Responsibilities include:

- A. Providing target population referrals from the SOC housing council;
- B. Review and approval of budgets by the Mental Health Director or his designee and;
- C. Evaluation of key indicators and outcomes.

3. SYSTEM INTENT

- 3. ■ Geographic area serviced:
County of Santa Cruz

- 3.2 Quality Assurance Program:
State Department of Mental Health; County Quality Improvement Committee.
- 3.3 Organization and Administrative Structure:
Contract **file**
- 3.4 internal System Affiliations:
Agencies, programs within Bronzan-McCorquodale system, i.e., County of Santa Cruz Community Mental Health
- 3.5 External System Affiliations:
State Department of Mental Health, various residential care facilities
- 3.6 Fair Hearing Practice:
Conflict resolution with staff and CMH, House Policy & County Grievance Procedure

4. Performance Measures:

4. ■ Supported Housing:

- A. Fewer than 5% of the residents in **FSI** supported housing will **be** evicted and;
- B. Hospitalizations by payor source in **FSI** housing will be tracked and reported on an annual basis. No more than 5% with Medical **will** be hospitalized in a year.

COUNTY OF SANTA CRUZ

EXHIBIT A—Scope of Service

FRONT STREET, INC.

Part 03

Provider: Front St., Inc.
 Provider No.: N/A
 Program: Front St. Rent Plus Program for Puentes
 Provider Address: 303 Potrero St., Suite 1A, Santa Cruz, CA 95060
 Provider Telephone: (831) 420-0120
 Program Telephone: (831) 420-0120

1. PROGRAM INTENT

Primary Task.

Rent Plus provides rental subsidy, security deposits, 3rd party leasing and rent guarantees through CONTRACTOR. The service includes a rent guarantee, tenant non-payment guarantee and additional security deposit for each unit. This contract consists of **two** components. The first is a Guarantee Fund, which enables CONTRACTOR to secure units because of secure funding on deposit and the second is a monthly expenditure component including Monthly Rent Subsidy and an Administrative Fee.

- 1.1. **Number of Units.** The Puentes Rent Plus Guarantee Fund is designed to support up to 60 units of housing. For the purposes of this program, a unit is defined as one independent housing bed.
- 1.2. **Contractor Roles and Responsibilities.** CONTRACTOR will: (1) sign leases with property owners when requested; (2) pay rents monthly to certain property owners; (3) collect rents from Program participants and receive subsidy fund advances from the COUNTY or Housing Assistance Payments from the Housing Authority; (4) hold Guarantee Funds in an interest bearing account (with the interest accruing becoming property of the COUNTY for use in the Rent Plus program); (5) invoice **COUNTY** monthly for the balance of **actual** expenses not covered by previously received subsidy fund advances and a monthly administrative fee and; (6) submit a monthly report to the Homeless Persons' Health Project and to Mental Health in a format prescribed by COUNTY.
- 1.3. **Secondary Task.** In addition to the primary tasks of the Rent Plus Program, CONTRACTOR agrees that if funds can be budgeted and prospective buyers identified, CONTRACTOR will prepare checks for payment into escrow account equity loan deposits of up to \$5,000 for up to **two** Puentes participants purchasing mobile homes.

Exhibit A 2006-2007

2 Rent Plus Guarantee Fund and Monthly Subsidy **and** Administrative Fee Expenditures

21 Components of Guarantee Fund:

Security Deposits
 Recoverable Rent Payments
 Rent Guarantee covering losses up to 4 months' rent
 Excess Damage Deposit

Total Guarantee Fund **\$24,000**

22 Description of Monthly Rent Subsidy and Administrative Fee Expenditures.

CONTRACTOR works with Homeless Person's Health Project to track tenancy of program participants using the Housing Summary. CONTRACTOR pays the rents on the units leased under Rent Plus and collects the tenant portion of rents from Puentes participants as well as housing subsidy payments from the Housing Authority or COUNTY. CONTRACTOR is reimbursed for administrative services performed at a rate of 15% of the rent subsidy funds paid monthly.

Potential Rent Subsidy, Puentes	\$64,005
Total Maximum Administrative Fee	\$ 11,295
Total Monthly Rent Subsidy and Administrative Fee	\$75,300

2.3 Total Front Street Rent Plus Budget **\$75,300**

2.4 Mobile Home Equity Loan **0**

2.5 Total Contract Amount **\$75,300**

COUNTY OF SANTA CRUZ
EXHIBIT A—Scope of Service

FRONT ST. INC.

Part04

Provider: Front St., Inc.
Provider No.: N/A
Program: Front St. Rent Plus Program for HPHP Project Connect
Provider Address: 303 Potrero St., Suite 1A, Santa Cruz, CA 95060
Provider Telephone: (831) 420-0120
Program Telephone: (831) 420-0120

1. PROGRAM INTENT

Primary Task:

Rent Plus provides rental subsidy, security deposits, 3rd party leasing and rent guarantees through CONTRACTOR. The service includes a rent guarantee, tenant non-payment guarantee and additional security deposit for each unit. This contract consists of two components. The first is Guarantee Fund, which enables CONTRACTOR to secure units because of secure funding on deposit and the second is a monthly expenditure component including Monthly Rent Subsidy and an Administrative Fee.

1.1. Number of Units

The HPHP-Project Connect Rent Plus Guarantee Fund is designed to support up to 10 units of housing. For the purposes of this program, a unit is defined as one independent housing bed.

1.2. Contractor Roles and Responsibilities

CONTRACTOR will: (1) sign leases with property owners when requested, (2) pay rents monthly to certain property owners, (3) collect rents from Program participants and receive subsidy fund advances from the COUNTY or Housing Assistance Payments from the Housing Authority, (4) hold Guarantee Funds in an interest bearing account (with the interest accruing becoming property of the COUNTY for use in the Rent Plus program), (5) invoice COUNTY monthly for the balance of actual expenses not covered by previously received subsidy fund advances and a monthly administrative fee, and (6) submit a monthly report to the Homeless Persons' Health Project and to Mental Health in a format prescribed by COUNTY.

2. Rent Plus Guarantee Fund and Monthly Subsidy and Administrative Fee Expenditures

2.1 Guarantee Fund

The Guarantee fund described as follows is funded through the HPHP-MH Puentes Program and will be made available to Project Connect clients on an as-needed basis. Plans will be made to replace Security Funds drawn down on behalf of Project Connect tenants at the time those funds are utilized.

A. Components of Guarantee Fund:

1. Security Deposits;
2. Rent Guarantee covering losses up to 4 months' rent and;
3. Excess Damage Deposit.

B. Total Guarantee Fund available and shared by Project Connect clients as indicated in Exhibit A of Part 03.

2.2 Description of Monthly Rent Subsidy and Administrative Fee Expenditures

CONTRACTOR works with Homeless Person's Health Project to track tenancy of program participants using the Housing Summary. CONTRACTOR pays the rents on the units leased under Rent Plus and collects the tenant portion of rents from HPHP-Project Connect participants as well as housing subsidy payments from the Housing Authority or COUNTY. CONTRACTOR is reimbursed for administrative services performed at a rate of 15% of the monthly **gross** rents paid not to exceed the Total Maximum Administrative Fee.

Potential Rent Subsidy, Connect	\$9,775
Total Maximum Administrative Fee	\$1,725
Total Monthly Rent Subsidy and Administrative Fee	\$11,500

2.3 Total Front Street **Inc.** Rent Plus Budget for Project Connect: \$11,500

2.4 Total Contract Amount \$11,500

COUNTY OF SANTA CRUZ
EXHIBIT B
PAYMENT, BUDGET, AND FISCAL PROVISIONS
FRONT STREET, INC.

1. PAYMENTS:

- A. For the fiscal year beginning July 1, 2006, COUNTY agrees to provide CONTRACTOR with monthly advances for the months from July, 2006 through June, 2007 as follows: Part 01, \$295,271 and; Part 02, \$15,700; Funding for services in Part 01 and Part 02 of this agreement are consistent over the full 12 months of this agreement.
- B. In order to receive advance payment CONTRACTOR shall submit a claim, approved by the COUNTY, prior to the month of service. COUNTY shall approve and submit such claim to the auditor prior to the end of the month before the month of service.
- C. For contract section 03 and 04, CONTRACTOR will invoice COUNTY the full amount of the Guarantee Fund upon contract execution. CONTRACTOR will submit Monthly Rent Subsidy and Administrative Fee invoices for actual expenditures. CONTRACTOR shall provide an accounting for all Guarantee Funds, including amounts paid out and interest earned and Monthly Rent Subsidy and Administrative Fees within 45 days after the end of the fiscal year and remit all unused funds to COUNTY with that accounting.
- D. Due to the delay in the contract negotiating and processing, for Part 03 and Part 04 of this Agreement, for the forthcoming fiscal year (FY 07-08), the COUNTY agrees to reimburse CONTRACTOR its actual costs for the months of July and August. CONTRACTOR shall submit claims documenting actual expenditures.
- E. Total funding for the term of this Agreement (12 months) for all Parts is \$3,818,452.

2. LIMITATIONS:

- A. Limitations for all Contract Parts are subject to the limitations stated in Exhibit B of this Agreement.

PROPOSED BUDGET

LEGAL ENTITY: #00442 Front St. Inc.
 PROGRAM NAME: Opal Cliffs, Darwin, Front Street, Willowbrook and Supported Housing
 INDEX NUMBER: 363149/4616

FISCAL YEAR: 2006/07
 CONTRACT #: C06 0539-01
 DATE: 11/07/06

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT B

CONTRACT TOTAL

(Includes Supported Housing OP)

PROGRAM COMPONENT	OPAL/DARWIN	FRNT/WILL	FRNTOP/WILLOP/FRNTR
PROVIDER #	05	60	15
REPORTING UNIT (RU)	65	40	01-70
MODE			
SERVICE FUNCTION			
CONTRACTOR'S GROSS C	1,368,440	1,891,984	1,561,852
REVENUES			
GRANTS			
PATIENT FEES	316,814	886,960	
PATIENT INSURANCE			
OTHER			
TOTAL REVENUES	316,814	886,960	
NET CONTRACT AMOUNT	1,051,626	1,005,024	1,561,852

REVENUES			
GRANTS			
PATIENT FEES	1,203,774		
PATIENT INSURANCE			
OTHER			
TOTAL REVENUES	1,203,774		
NET CONTRACT AMOUNT	3,618,502		

MEDI-CAL (FFP ONLY)	525,813		721,517
MEDICARE			
REALIGNMENT/COUNTY	525,813	1,005,024	840,335
MHSA FUNDS			
OTHER			
TOTAL FUNDING SOURCES	1,051,626	1,005,024	1,561,852

UNIT COST CALCULATION			
CONTRACTOR'S COSTS	1,051,626	1,005,024	1,561,852
COUNTY'S DIRECT COSTS	152,486	145,729	226,469
TOTAL DIRECT COSTS	1,204,111	1,150,753	1,788,321
CONTRACT UNITS OF SERVICE	10,584	30,039	925,037
COST PER UNIT - TOTAL	113.77	38.31	1.93
CONTRACT COST PER UNIT	99.36	33.46	1.69
COUNTY COST PER UNIT	14.41	4.85	0.24
REIMBURSEMENT TYPE	RATE	COST	RATE

For all services with reimbursement type = RATE, the COUNTY agrees to reimburse CONTRACTOR up to the number of CONTRACT UNITS OF SERVICE specified below at the CONTRACT COST PER UNIT shown above, up to the maximum amount shown in NET CONTRACT AMOUNT by type of service.

For all services with reimbursement type = COST, the COUNTY agrees to reimburse CONTRACTOR actual up to the NET CONTRACT AMOUNT by type of service.

For all services, reimbursement is subject to LIMITATIONS as specified in the Exhibit 3 Provisions

CONTRACT UNITS OF SERVICE	965,660
CONTRACT MEDI-CAL UNITS	865,249
CONTRACT MEDI-CAL %	70,372
CONTRACT INDIGENT UNITS	30,039
CONTRACT OTHER UNITS	1,058
CONTRACT MAXIMUM INDIGENT UNITS	129,332



COUNTY OF SANTA CRUZ

EXHIBIT B1 - ADDITIONAL PAYMENT, BUDGET, AND FISCAL PROVISIONS

1. PAYMENTS:

- A. COUNTY agrees to pay CONTRACTOR in a timely manner, no later than 30 days following the receipt and acceptance of the claim by COUNTY. If COUNTY does not accept CONTRACTOR claim as correct or valid, COUNTY will provide notice to CONTRACTOR within 1 day of such determination.
- B. CONTRACTOR'S monthly claim in arrears for reimbursement from COUNTY shall show all CONTRACTOR'S actual and allowable costs resulting from services/activities and/or funding for the particular claim month for cost reimbursement services and units of service provided for the particular claim month for rate reimbursement services.
- C. Where CONTRACTOR requires payment advances, CONTRACTOR assures COUNTY that an advance is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
- D. When advances are requested by CONTRACTOR under this agreement, COUNTY agrees to provide CONTRACTOR with monthly advances for the forthcoming fiscal year for July and August equal to 1/12th per month of the prior year contract amount or 1/12 of the new year amount, whichever is less. After a new agreement is signed for the forthcoming year, for the month of September, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th of the New Year amount plus, if appropriate, an adjustment for the months of July and August. For the remainder of the fiscal year, COUNTY agrees to provide CONTRACTOR with monthly advances equal to 1/12th of the new fiscal year contract amount, except as noted below under LIMITATIONS.
- E. Claims shall be submitted by CONTRACTOR on forms and in manner as prescribed by COUNTY.

2. **PAYMENT LIMITATIONS:** The Service Agreement Budget pages of Exhibit B of this Agreement will specify the type of payment modality for each type of service delivered by the CONTRACTOR. **Service modalities shall be identified on the Budget Page under Reimbursement Type as RATE, COST or COST-SMA.**

- A. Reimbursement limitations for RATE service modalities are as follows:
 1. Contract Units of Service, Contract Medi-Cal Units, Contract Indigent Units and Contract Maximum Indigent Units shall be negotiated for each applicable mode of service on the Service Agreement Budget page of Exhibit B.

Exhibit B1, 2006-2007

2. CONTRACTOR shall be reimbursed for each unit of service delivered at the Contract Cost Per Unit rate specified on the Service Agreement Budget pages of Exhibit B, up to the Net Contract Amount for that type of service, unless otherwise limited by other provisions in this Exhibit. There will be no adjustment made for the actual cost of delivering said service, except for any required Short-Doyle Medical (SDMC) Federal Financial Participation (FFP) payback by CONTRACTOR as detailed elsewhere in this Exhibit. There will be no reimbursement for any units of service that are disallowed or denied by the COUNTY Quality Improvement Committee UR process or through the State of California audit process.

3. Contract Indigent Units are defined as units of service that are delivered to clients who are not enrolled in the Medi-Cal, Healthy Families or Healthy Kids benefit programs. CONTRACTOR shall not receive reimbursement for any units of service delivered to Indigent clients in excess of the number of units of service specified in Contract Maximum Indigent Units by type of service. COUNTY has no obligation to pay for any Indigent units produced in excess of the Contract Maximum Indigent Units reflected.

4. If the COUNTY makes advance payments to CONTRACTOR for these services, at the end of each quarter, COUNTY will review total units of service data provided by CONTRACTOR as entered into the COUNTY'S management information system. If CONTRACTOR has provided 95% or more of the quarterly total units of service budgeted in the Service Agreement Budget pages of Exhibit B, COUNTY will make full payment on the next monthly claim submitted by CONTRACTOR. If CONTRACTOR has not provided 95% of the quarterly budgeted total units of service, COUNTY will reduce the next CONTRACTOR claim by at the number of units of service short of the 95% proration times the rate for these particular units as specified in the Service Agreement Budget pages of Exhibit B. If in subsequent quarters of the fiscal year, CONTRACTOR provides total year-to-date units in excess of 95% of year-to-date budgeted units, COUNTY will restore previously subtracted amounts on the next monthly claim.

B. Reimbursement limitations for COST service modalities are as follows:

1. If applicable to the type of service delivered by CONTRACTOR, Contract Units of Service, Contract Medi-Cal Units, Contract Indigent Units and Contract Maximum Indigent Units shall be negotiated for each applicable mode of service on the Service Agreement Budget page of Exhibit B.

2. CONTRACTOR shall be reimbursed for the actual costs expended by CONTRACTOR for each type of service delivered, up to the Net Contract Amount for that type of service, unless otherwise limited by other provisions in this Exhibit. There will be no reimbursement for any costs that are disallowed or denied by the COUNTY audit process or through the State of California audit process.

3. If the COUNTY makes advance payments to CONTRACTOR for these

Exhibit B1, 2006-2007

services, at the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred for those services. If CONTRACTOR has expended 90% or more of the quarterly cost budgeted in the Service Agreement Budget pages of Exhibit B, COUNTY will make full payment on the next monthly claim submitted by CONTRACTOR. If CONTRACTOR has not expended 90% of the quarterly budgeted cost, COUNTY will reduce the next CONTRACTOR claim by at the actual expenditures short of the 90% proration of the budget specified in the Service Agreement Budget pages of Exhibit B. If in subsequent quarters of the fiscal year, CONTRACTOR expends total year-to-date costs in excess of 90% of year-to-date budget, COUNTY will restore previously subtracted amounts on the next monthly claim.

C. Reimbursement limitations for COST-SMA service modalities are as follows:

1. Contract Units of Service, Contract Medi-Cal Units, Contract Indigent Units and Contract Maximum Indigent Units shall be negotiated for each applicable mode of service on the Service Agreement Budget page of Exhibit B.

2. CONTRACTOR shall be reimbursed for the actual costs expended by CONTRACTOR for each type of service delivered, up to the Net Contract Amount for that type of service, unless otherwise limited by other provisions in this Exhibit. There will be no reimbursement for any costs that are disallowed or denied by the COUNTY audit process or through the State of California audit process.

3. CONTRACTOR'S maximum reimbursement for actual costs under service modality type COST-SMA is further limited to the lower of: a) the maximum amount as shown in Net Contract Amount of the Service Agreement Budget page of Exhibit B, or b) the amount calculated by multiplying total units of service delivered (as entered into the COUNTY'S management information system and not denied through any audit process) by the Maximum Contract Cost Per Unit as shown on the Service Agreement Budget page of Exhibit B.

4. If the COUNTY makes advance payments to CONTRACTOR for these services, at the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred for those services. If CONTRACTOR has expended 90% or more of the quarterly cost budgeted in the Service Agreement Budget pages of Exhibit B, COUNTY will make full payment on the next monthly claim submitted by CONTRACTOR. If CONTRACTOR has not expended 90% of the quarterly budgeted cost, COUNTY will reduce the next CONTRACTOR claim by at the actual expenditures short of the 90% proration of the budget specified in the Service Agreement Budget pages of Exhibit B. If in subsequent quarters of the fiscal year, CONTRACTOR expends total year-to-date costs in excess of 90% of year-to-date budget, COUNTY will restore previously subtracted amounts on the next monthly claim.

Exhibit B1, 2006-2007

3. **SETTLEMENTS:** In addition to the quarterly advance payment settlements listed above, settlements of total amount due to CONTRACTOR will be made at the following times:
- A. Filing of Cost Report – At the time when CONTRACTOR submits the cost report required by other provisions of this Agreement, CONTRACTOR shall reconcile all amounts earned under this Agreement and CONTRACTOR shall submit a claim for any amounts due from COUNTY or CONTRACTOR shall submit a check to COUNTY reimbursing COUNTY for any unearned amounts.
 - B. Subsequent to the COUNTY'S filing of the DMH SD/MC Cost Report for the fiscal year, which occurs 6 months after the close of the fiscal year, there may be a secondary settlement required if it is determined that units and or costs previously submitted by CONTRACTOR are not eligible for reimbursement to CONTRACTOR. Disallowance may result from erroneous information or disallowance under DMH regulations. Notices for any settlement under this provision will be sent by COUNTY to CONTRACTOR within 60 days of the time which COUNTY files the DMH SD/MC Cost Report.
 - C. At the subsequent time when all the COUNTY'S outstanding claims for payment from SD/MC are paid to COUNTY by the State, approximately 18 months following the close of the fiscal year, there may arise the requirement for a third settlement reconciliation. DMH may, prior to completing payment to the COUNTY of all outstanding COUNTY claims, disallow additional units and or costs previously submitted by COUNTY. COUNTY may choose to appeal the DMH disallowance(s) and therefore reserves the right to defer reconciliation with CONTRACTOR until resolution of the appeal. Notices for any settlement under this provision will be sent by COUNTY to CONTRACTOR within 60 days of the time which COUNTY receives notice from the State of total reconciliation of SD/MC units of service data.
 - D. A final reconciliation and settlement may occur subsequent to the audit of the COUNTY'S SD/MC Cost Report by DMH. DMH may disallow cost and or unit of service reported by COUNTY on the SD/MC Cost report. COUNTY may choose to appeal the DMH disallowance(s) and therefore reserves the right to defer reconciliation with CONTRACTOR until resolution of the appeal. Notices for any settlement under this provision will be sent by COUNTY to CONTRACTOR within 60 days of the time which COUNTY receives notice from the State of final audit determination.
 - E. If CONTRACTOR acts in good faith to insure their staff and programs completely comply with all COUNTY'S direction and requirements, and audit exceptions are result of following COUNTY'S direction and requirements and not from CONTRACTOR'S errors or omissions, CONTRACTOR shall not be responsible for such audit exceptions. If CONTRACTOR disagrees with an audit finding against it, CONTRACTOR may appeal that decision to the Mental Health Director for a review of the disputed finding. CONTRACTOR may appeal the decision of the Mental Health Director to the Health Services Agency Director, who shall have final authority to determine CONTRACTOR'S responsibility of an audit finding.

Exhibit B1, 2006-2007**3. BUDGET CONTROL:**

- A. CONTRACTOR may transfer up to 5% of the total contract budget on each budget page within this Agreement between budget categories or types of service on that budget page. Transfers of cumulative amounts greater than 5% may only be made with the advanced written permission of COUNTY'S Administrator.
- B. Grants and pass through funds will be exempt from the 5% budget transfer provision unless otherwise specifically allowed in Exhibit B.

4. COST REPORT:

- A. CONTRACTOR agrees to submit a detailed cost report in the format prescribed by the State Department of Mental Health (DMH) **no later than 60 days after the end of the contract period.** COUNTY will provide the State DMH format to CONTRACTOR via e-mail, U.S. Postal Service, or hand delivery. The CONTRACTOR shall also submit a copy of the CONTRACTOR'S trial balance (statement of revenue and expenses) relative to the services performed under this contract with the cost report. As a part of the cost report, CONTRACTOR will reconcile in writing the total units of service delivered under this Agreement to the units of service reported by CONTRACTOR to COUNTY'S data system. The COUNTY reserves the right to withhold payment due to CONTRACTOR under this Agreement or subsequent year's Agreements until that time which CONTRACTOR submits the required cost report to COUNTY.
- B. CONTRACTOR shall remit any unearned funds to the COUNTY at the time CONTRACTOR submits cost report. In the event that the unit reconciliation indicates that CONTRACTOR delivered the contracted or greater units of service than had been previously reported to the COUNTY'S data system, and total payments made to CONTRACTOR by COUNTY is less than the contract maximum amount, CONTRACTOR may submit an invoice to COUNTY for any additional amounts owed, up to the contract maximum amount, after the units of service have been properly recorded and entered into the COUNTY'S data system.

5. OTHER FINANCIAL PROVISIONS:

- A. If CONTRACTOR'S actual costs for any service within this Agreement are less than the amount paid by COUNTY to CONTRACTOR for that service, CONTRACTOR agrees to reimburse COUNTY 25% of the difference prorated by the number of Medi-Cal units of service for that type of service as compared to the total units of service delivered for that type of service (actual Medi-Cal percentage). This reimbursement may occur at any of the settlement times listed above in this Exhibit. This provision will be applied at a legal entity level consistent with the State-Federal audit settlement on Short-Doyle Medi-Cal Federal Financial Participation (**FFP**) profits.
- B. All services to be provided by CONTRACTOR under this Agreement are reflected in the Services Agreement Budget pages of Exhibit B.

- C. In those cases where CONTRACTOR will provide, under the terms of this Agreement, Medi-Cal services and where such services will be reimbursed by COUNTY, CONTRACTOR shall be appropriately certified as a Medi-Cal Health provider by the Mental Health Plan of the county of placement, as well as by the Santa Cruz County Mental Health Plan.

Exhibit B1 2006-07
11/6/06

COUNTY OF SANTA CRUZ

EXHIBIT C - STANDARD COUNTY /AGENCY PROVISIONS

1. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party,
2. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 2 and 3 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
3. **INSURANCE.** Unless waived in Exhibit X, Paragraph 1 of this Agreement, or modified in Exhibit X, Paragraph 2 of this Agreement, CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

A. TYPES OF INSURANCE AND MINIMUM LIMITS

1. Worker's Compensation in the minimum statutory required coverage amounts.

2. Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of \$1,000,000.

B. OTHER INSURANCE PROVISIONS

1. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonable affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.
2. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:
"The County of Santa Cruz, its officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."
3. All required insurance policies shall be endorsed to contain the following clause:
"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: County of Santa Cruz, Health Services Agency, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060."
4. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent

to: *County of Santa Cruz, Purchasing/ Claims, 7080 Emeline Avenue, Santa Cruz, CA 95060.*

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:
1. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider MinorityNVomenIDisabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for MinorityNVomenIDisabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
 2. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
 3. The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 4B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that

the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors, which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

6. **NONASSIGNMENT.** CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.
7. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

8. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

9. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

10. **LIVING WAGE.**

This Agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees and compliance with the non-wage provisions of the Code, if initialed by the COUNTY in Exhibit X, Paragraph 3. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

11. **FINANCIAL REPORTING.** CONTRACTOR shall:

A. Within 180 days of the end of each of the CONTRACTOR'S fiscal years occurring during the term of this Agreement, the CONTRACTOR shall provide the Contract Administrator with two (2) copies of Financial Statements relating to the entirety of the CONTRACTOR'S operations. Financial Statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one (1) copy of the Financial Statements to the Auditor-Controller.

1. For the purposes of this paragraph, "CONTRACTOR'S fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.

2. The Contract Administrator with concurrence of the County Auditor-Controller may agree to extend the deadline for the Financial Statements required by this paragraph.

B. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Agreement. The Contract Administrator shall notify the Auditor-Controller of any impairment upon being notified by the CONTRACTOR.

C. In the sole discretion of the COUNTY, the requirements of this paragraph may be exempted where the Contract Administrator and the County Auditor-Controller ascertain that such reporting is not essential, and both certify to its inapplicability by initialing in Exhibit X, Paragraph 4.

12. **DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal audit agency.
13. **POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office or measure before the electoric.
14. **LOBBYING.** None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(ib)(3).
15. **CONFORMANCE TO REGULATIONS.** CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
16. **CONFORMANCE TO LAW.** This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.
17. **RESPONSIBILITY FOR INVENTORY ITEMS.**
 - A. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an

inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

- B. Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

18. NONDISCRIMINATION IN SERVICES.

- A. By signing this Contract, Contractor certifies under the laws of the State of California that Contractor and its Subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); 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 thereunder (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.
- B. For the purpose of this Contract, discrimination on the basis of race, color, creed, national origin, sex, age, or physical 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 must meet in order to be provided any service or benefit.
- C. Contractor shall, on a cycle of at least every three years, assess, monitor, and document each Subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that

recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. Contractor shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.

Contractor shall include nondiscrimination and compliance provisions in all subcontracts. Contractor shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

D. 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 hereunder.

19. **CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
20. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by Federal, State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
21. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
22. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this

Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

23. **EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
24. **TRAVELING EXPENSES, FOOD AND LODGING.** CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed federal issued per diem rates. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.
25. **CONTRACTOR PERSONNEL STANDARDS.** The CONTRACTOR shall determine that all staff providing services under this Agreement shall be qualified to perform the job requirements under this Agreement.
26. **AMENDMENTS.** No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.
27. **NOTICE OF POSSIBLE TERMINATION FOR CAUSE.**
 - A. In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.
 - B. In the event of a termination pursuant to Paragraph 27A, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory

work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 27A reduced by the amount of damages sustained by COUNTY by reason of such breach.

- 28. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
- 29. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year- end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement, including non-compliance with agreements from prior years.
- 30. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination.
- 31. **SAFETY AND INFECTION CONTROL.** CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
- 32. **CULTURAL COMPETENCY.** In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations.

Exhibit C 2006-07
11/6/06

Exhibit D, 2006-2007**COUNTY OF SANTA CRUZ****EXHIBIT D - STANDARD MENTAL HEALTH PROVISIONS**

This is an Agreement between the parties relating to the rendering of mental health services as defined in, and for which State reimbursement may be claimed under, the provisions of the Bronzan-McCorquodale Act (Part 2 of Division 5, Welfare and Institutions Code) and its accompanying regulations contained in Subchapter 3 of Title 9, California Code of Regulations, parts of which provide definitions, standards, and procedures by and pursuant to which such services may lawfully be provided. Services shall be provided under the general supervision of the Health Services Agency Director or his or her designee. For the purposes of this Section, "designee", may include any permanent employee on the staff of such Director as may be appropriately designated to provide liaison, coordination, or supervision over the services described herein.

1. ADMINISTRATION:

COUNTY'S Director of Mental Health, or his or her designee, hereinafter called COUNTY'S ADMINISTRATOR, under direction of the Health Services Agency Director, shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY. CONTRACTOR'S Executive Director shall administer this Agreement on behalf of CONTRACTOR.

2. NOTICE:

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the officials cited in Paragraph 1 above, for CONTRACTOR at the address cited on this Agreement's cover sheet, and for COUNTY at Community Mental Health, P.O. Box 962, Santa Cruz, CA 95061-0962, Attention: Director of Mental Health. .

3. PROVISION OF SERVICES:

- a. CONTRACTOR agrees to establish and conduct a program of mental health services under the Bronzan-McCorquodale Act to persons with behavioral and emotional disorders who reside in Santa Cruz County and are eligible for treatment under the Santa Cruz County Performance Contract. All services rendered under this Agreement shall be subject to the supervision of the COUNTY'S Director of Mental Health and shall be provided in a manner consistent with the requirements of the Bronzan-McCorquodale Act; Subchapter 3 of Title 9, California Code of Regulations; and applicable ordinances and resolutions of the Santa Cruz County Board of Supervisors.
- b. The COUNTY Director of Mental Health or his or her designee shall specify in writing the kind, quality and amount of service which shall be provided to each eligible patient/client under this Agreement. Said service to be mutually agreed upon and fall within parameters

Exhibit D, 2006-2007

of this Agreement.

- c. CONTRACTOR agrees to provide services to program clients throughout the period of this Agreement.
- d. As part of the State required Quality Assurance and Improvement Plan, CONTRACTOR shall develop a grievance process for use by clients and family members to express concerns about access to and/or quality of care. This process shall be in writing and available to the public. As part of this process, CONTRACTOR shall maintain a grievance log and provide an annual report on numbers and types of grievances, outcomes of the grievances, and system issues causing problems for patients.

4. CONFORMANCE TO STATE REGULATIONS:

It is agreed that the Short-Doyle/MediCal Manual for the Rehabilitation Option and Targeted Case Management, an official publication of the State Department of Mental Health promulgated pursuant to the Bronzan-McCorquodale Act, establishes basic requirements to which a contract provider must adhere for approval by the State. CONTRACTOR agrees to comply with all applicable provisions of this manual and any amendments thereto, which by this reference is incorporated into and made a part of this Agreement. A manual will be provided to the CONTRACTOR upon request.

- a. Procedure for Complaint Process. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of race, color, religion, age, disability, national origin, gender, or sexual orientation shall be resolved by the State through the Department of Mental Health's Affirmative Action complaint process.
- b. Notice of Complaint Process. CONTRACTOR shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination, or a violation of their civil rights with the Department of Mental Health.

5. RECORDS:

- a. Client Records. CONTRACTOR shall maintain individual records for each client. Such records shall include identifying data, social and financial data, and a record of services provided by various personnel in such sufficient detail to make possible an evaluation by COUNTY of services rendered. COUNTY, at its sole option, may take custody and be responsible for safeguarding CONTRACTOR'S client records upon termination of this Agreement and shall thereupon act as custodian of such records for CONTRACTOR. CONTRACTOR shall be permitted access to and have a right to make copies of such records at any time. COUNTY agrees to maintain such records for such period as may be required by Title 22 of the California Code of Regulations. COUNTY agrees that such custody will conform to applicable confidentiality provisions of State and Federal law.
- b. Right to Review. CONTRACTOR authorizes the State Department of Mental Health, the

Exhibit D, 2006-2007

Health Services Agency Director or his/her designee and/or designated auditors of the COUNTY or State, the right to inspect and otherwise evaluate the appropriateness and timeliness of services performed, and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and payments made pursuant to this Agreement. The State Departments of Health and Mental Health shall have the same rights of inspection and evaluation of Medi-Cal services provided by CONTRACTOR pursuant to this Agreement.

- c. Confidentiality of Client Records and Information. For the COUNTY'S Mental Health system (i.e., all Bronzan-McCorquodale funded providers) to provide coordinated, quality care, all COUNTY and Contract providers must be able to discuss and exchange relevant clinical and service needs information, as permitted by state and federal law. This information may be exchanged when making referrals, accepting referrals or coordinating service delivery to a client. CONTRACTOR is responsible for insuring that its ability to exchange client information within the Bronzan-McCorquodale provider system is maintained. CONTRACTOR is responsible to store, maintain, and protect the privacy of health records and confidentiality of all protected health information, as required by state and federal law.

6. ACCOUNTS RECEIVABLE:

In the event that CONTRACTOR or COUNTY terminates this Agreement, the COUNTY shall retain its interest in the accounts receivable which were a result of the CONTRACTOR'S Bronzan-McCorquodale eligible service under this Agreement. The accounts receivable shall either be assigned to the COUNTY or shall be used to offset any amounts that may be due to CONTRACTOR resulting from such termination with said determination to be made by COUNTY in the exercise of its reasonable judgment.

7. PRODUCTIVITY:

CONTRACTOR shall develop and monitor individual written staff productivity standards which maximize direct services to clients. CONTRACTOR shall provide written productivity standards and a method of monitoring those standards to the COUNTY Administrator.

8. QUALITY IMPROVEMENT PARTICIPATION:

All CONTRACTORS who provide direct services to clients in the county shall participate in the Quality Improvement program. This includes periodic meetings providing review of clinical records, peer review, difficult case conferences, utilization review, and client outcomes development and review.

9. CULTURAL COMPETENCY:

In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations.

Exhibit D, 2006-2007

CONTRACTOR will have policies that comply with Title VI (Civil Rights Act) requirements prohibiting the expectation that family members provide interpreter services. CONTRACTOR will provide services in the COUNTY's threshold language (Spanish), or will provide free language assistance services. CONTRACTOR shall have policies and procedures for meeting language needs for consumers who do not meet threshold language criteria.

CONTRACTOR shall have available culturally and linguistically appropriate written information for identified threshold languages.

CONTRACTOR shall have available, as appropriate or feasible, alternatives and options that accommodate individual preferences and cultural and linguistic differences.

CONTRACTOR shall have a process to ensure that staff is able to provide culturally and linguistically competent medically necessary specialty mental health services. CONTRACTOR will provide or make available to staff cultural competence training, including an annual training on client culture.

CONTRACTOR will encourage staff participation in the COUNTY's Cultural Competence Council.

10. REPORTABLE INCIDENTS:

CONTRACTOR shall report within 24 hours all incidents affecting the immediate health, safety and well being of clients to the office of the Director of Mental Health. Reportable incidents include, but are not limited to, all deaths, episodes of acute life threatening illness, serious physical or psychological injuries (or risk thereof), and allegations of abuse and/or neglect.

CONTRACTOR shall establish procedures for the investigation of such incidents and shall cooperate with any additional investigation COUNTY may wish to conduct.

11. SHORT-DOYLE/MEDI-CAL SERVICES (SDMC):

If the CONTRACTOR provides services billed to SDMC, the following requirements apply:

Mutual Objectivesa. Both CONTRACTOR and COUNTY Desire:

(1) To assure that all Title XIX eligible clients are informed of the Medi-Cal program, and how to access it.

(2) To assure that assistance is provided to eligible individuals in determining their eligibility for participation in California's Medi-Cal plan.

(3) To assure the availability of early and appropriate interventions so that diagnosis, treatment, and rehabilitation occur in a timely manner.

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(4) To assure that eligible individuals are aware of and understand, in culturally competent and language specific terms, the benefits of preventive and remedial care.

(5) To assure that health-related services provided to clients served by the CONTRACTOR are of sufficient amount, duration, and scope to correct or ameliorate the condition for which they were determined to be medically necessary.

The CONTRACTOR Agrees:

- a. To complete accurate CDS data forms documenting services provided by clinical staff and enter the data into the COUNTY'S management information system within 5 business days of service delivery.
- b. To work with Mental Health Patient Accounting/Billing section to confirm current eligibility for Medi-Cal and Medicare benefits and assist clients in applying for benefits if appropriate.
- c. To document all services for a client in the medical record and to get approval for all planned services from the client's Coordinator.
- d. To provide support as requested for the Quality Improvement Committee.
- e. To reimburse the COUNTY for all audit exceptions and disallowances (which are determined by the Mental Health Director, or his/her designee, to be the responsibility of the CONTRACTOR) from either, 1) State audits (Fiscal & Quality Assurance); or 2) Quality Improvement Committee/UR denials.

This reimbursement shall be paid within thirty (30) days of the disallowance, unless the provider chooses to appeal pursuant to Short-Doyle/Medi-Cal procedures. When the outcome of appeal is determined, final settlement shall be made to the COUNTY within thirty (30) days.

- f. To comply with all State requirements of Short-Doyle/Medi-Cal including Coordinated Services Quality Assurance, certification, staffing ratios, documentation requirements, service authorization, etc. These are reflected in the State manuals and implemented in the local Quality Management Plan. All providers are required to obtain, review, and remain in full compliance with the local Quality Management Plan and Utilization Review Plan.
- g. To perform Medi-Cal Administrative and Outreach activities as an agent for the Santa Cruz County Health Services Agency, in order to improve the availability, accessibility, coordination, and appropriate utilization of preventive and remedial health care resources to Medi-Cal eligible individuals and their families (where appropriate), and to capture information using methods developed by the State (with training in these methods provided by the COUNTY) under the direction of the COUNTY. The activities

Exhibit D, 2006-2007

to be included are as approved by the State Department of Mental Health. It is the responsibility of CONTRACTOR to remain current on the requirements for documentation of costs and activities as defined by the State.

- h. The CONTRACTOR is responsible for monitoring services provided, the benefit status of clients, insuring the Mental Health Patient Accounting/Billing section receives current client eligibility status for billing, and working to correct any billing data errors.

The COUNTY Agrees:

- a. To provide Short-Doyle/Medi-Cal, patient accounting and billing services to all providers.
- b. To provide CDS services and MIS reports to facilitate assignment of Coordinators and productivity.
- c. To provide Quality Assurance Training as requested by the provider.
- d. To provide medical records and clinical forms to all providers.
- e. To provide consultation and clinical supports based on specific services.
- f. To coordinate regarding client benefit and UMDAP status.
- g. Costs for COUNTY supports of direct services shall be included in the Budget Exhibit of this Agreement.

12. MEDICARE PARTIAL HOSPITALIZATION FOR COMMUNITY MENTAL HEALTH CENTERS:

If the CONTRACTOR provides services billed to Medicare for partial hospitalization, the following requirements apply:

The CONTRACTOR Agrees:

- a. To document services on CDS forms in compliance with Medicare billing requirements and the Medicare Plan of Care approved by a physician within 5 days of admittance of the program.
- b. To complete the physician certification and 2 week updates to the Medicare plan.
- c. To provide an assessment documenting medical necessity and the need for services as defined by Medicare clinical policies.

Exhibit D, 2006-2007

- d. To provide complete clinical documentation of services in the medical record and all necessary documentation to comply with Medicare help letters and appeals.
- e. To repay the COUNTY for any federal disallowances initiated by HCFA or the fiscal intermediary for the Medicare Partial Hospitalization program.

The COUNTY Agrees:

- a. To provide training on Medicare requirements, documentation needs, etc.
- b. To bill for all services and provide patient accounting and computer supports.
- c. To provide training on Medicare Partial Hospitalization requirements, etc., and provide billing, patient accounts and computer support services related to the partial hospitalization program.
- d. To ensure that partial hospital services are part of an integrated service program with the goal and intent of avoiding hospitalizations.
- e. To provide Quality Improvement staff support to review and send materials to the Medicare fiscal intermediary for help letters and appeals. Where appropriate, legal support for Medicare appeals shall also be provided by the County.

Exhibit D 2006-07
11/6/06

EXHIBIT H₃- HIPAA
BUSINESS SERVICES ADDENDUM
Covered Entity to Covered Entity

This Business Services Addendum (this "Addendum") is entered into by and between the COUNTY OF SANTA CRUZ, hereinafter referred to as "COUNTY" and CONTRACTOR in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, governing protected health information ("PHI), as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA).

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined in HIPAA legislation and agree to use and disclose protected health information as required by law.

COUNTY AND CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment and health care operations.

COUNTY OF SANTA CRUZ
EXHIBIT X - REVISIONS

1. INSURANCE WAIVERS

The following insurance coverages are waived if initialed by COUNTY's representative and also approved by the COUNTY's Risk Manager:

- | | Initials |
|--|-----------------|
| a. Worker's Compensation | [] |
| b. Automobile Liability | [] |
| c. Comprehensive or Commercial General Liability | [] |
| d. Professional Liability | [] |

Approved by Risk Manager: _____ Date: _____

2. INSURANCE REDUCTIONS

The insurance coverage minimum amounts required in Exhibit C.3A., are hereby reduced to the amount indicated if initialed by the COUNTY's representative and also approved by the COUNTY's Risk Manager:

- | | Initials | Revised Amount |
|--|-----------------|-----------------------|
| a. Worker's Compensation | [] | |
| b. Automobile Liability | [] | N/A |
| c. Comprehensive or Commercial General Liability | [] | |
| d. Professional Liability | [] | N/A |

Approved by Risk Manager: _____ Date: _____

3. LIVING WAGE

This Agreement is subject to the Living Wage provisions of the Santa Cruz County Code if initialed by COUNTY here: _____

4. FINANCIAL REPORTING

COUNTY waives Financial Reporting requirements of Exhibit C Paragraph 11 if initialed here by Auditor-Controller: _____ and Contract Administrator: _____

5. OTHER STANDARD LANGUAGE REVISIONS

The provisions set forth below shall supersede and take the place of the paragraph(s) they replace. All other provisions of this Agreement shall remain the same. Check and complete the appropriate box(es).

<input checked="" type="checkbox"/>	There are no revised paragraphs in this Agreement.
-------------------------------------	---

OR

<input type="checkbox"/>	There are revised paragraphs in this Agreement (if so, please specify below) Paragraph " " of Exhibit " " is hereby revised to read as follows:
--------------------------	---

<input type="checkbox"/>	An Addition to said contract shall be as follows:
--------------------------	---

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0322

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)

BY: An (Signature) 1/8/07 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement

Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Health Services Agency - Mental Health (Department/Agency)

and Family Service Agency of the Central Coast, 104 Walnut Ave., Ste. 208, Santa Cruz, CA 95060 (Name/Address)

2. The agreement will provide rehabilitative mental health services for Santa Cruz County Medi-Cal children and youth under the age of 21.

3. Period of the agreement is from July 1, 2006 to June 30, 2007

4. Anticipated Cost Is \$ 657,517 through June 30, 2007 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Auditor: Please encumber an additional \$29,160 for a new total of \$657,517

5. Detail: On Continuing Agreements List for FY 06 - 07 Page CC- 8 Contract, No: 3298 OR 1st Time Agreement

Section II No Board letter required, will be listed under Item 8

Section III Board letter required

Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 363114 (Index) 3638 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not will be encumbered.

Contract No: CO63298-01

By: Sunny Jory Date: 1/9/2007
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Health Services Agency Director (Dep/Agency Head) to execute on behalf of the _____

Health Services Agency (Department/Agency)

Date: 1/10/07

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

[Signature] ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 1/23 2007

ADM - 29 (8101)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No	JE Amount	Lines	H/TL	Keyed By	Date
TC110	<u>40</u>					
Auditor Description	Amount	Index	Sub object	User Code		

COUNTY CONTRACTOR

The COUNTY OF SANTA CRUZ through the HEALTH SERVICES AGENCY- Mental Health & Substance Abuse Services 1080 Emeline Avenue, P.O.Box 962, Santa Cruz, CA 95061-0962

0323

Hereinafter called COUNTY and:

Name: Family Service Agency of the Central Coast
Address: 104 Walnut Ave. Ste. 208
Santa Cruz, CA 95060
(831)423-9444

Hereinafter called CONTRACTOR for: rehabilitative mental health services for Santa Cruz County Medi-Cal children and youth under the age of 21.

WHEREAS CONTRACTOR possesses certain skills, experience, education and competency to perform the special services and, COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and

WHEREAS pursuant to the provisions of California Government Code, Section 31000 the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

NOW, THEREFORE, the parties here to do mutually agree as set forth in

EXHIBITS

Table with 3 columns: CHECK BOX IF ATTACHED, EXHIBIT, TITLE. Includes items A through X with checkboxes and titles like 'Scope of Services', 'Budget, Fiscal and Payment Provisions', etc.

Said exhibits attached hereto are incorporated into this Agreement by this reference.

IN WITNESS THEREOF, COUNTY AND CONTRACTOR have executed this Agreement to be effective: July 1,2006 through June 30,2007

SIGNATURES

CONTRACTOR

COUNTY

Handwritten signature of David Bianchi

Handwritten signature for Health Services Agency

David Bianchi
Executive Director

HEALTH SERVICES AGENCY

APPROVED AS TO:

Approved as to Form: [Signature]
County Counsel

Approved as to Insurances: [Signature] 10-19-06
Risk Management Division

Suffix: 01
Index: 363114
Subobject: 3638
User Code:
Amount: \$657,517
Total Contract Amount: \$657,517

40

DIST.

Clerk of the Board Health Services Agency
Auditor-Controller Contractor

Exhibit A, #3298-01 FSA 2006-2007

COUNTY OF SANTA CRUZ

EXHIBIT A - Scope of Services

FAMILY SERVICE AGENCY OF THE CENTRAL COAST

Provider: Family Service Agency of the Central Coast (FSA)
Provider No.: 44A2 / 44CA
Program: EPSDT Mental Health Services
Reporting Units: **FSANC / FSASC**
Program Address: 104 Walnut Avenue #203, Santa Cruz, CA 95060 / 11 D Alexander St.,
 Watsonville, CA 95076
Program Telephone: 831-423-9444 / 831-728-9975

1. Primary Task:

CONTRACTOR will provide rehabilitative mental health services intended to assist Medi-cal eligible youth in successfully meeting appropriate developmental norms. In addition, special service focus will include both assisting children, youth and their families to meet functional goals as identified by referring agencies (e.g., reducing incidents of abuse and neglect, attending learning at school) and outreach to Latino youth and their families.

2. Description of Services:

CONTRACTOR will provide the full array of mental health rehabilitation and case management services including assessment, individual, collateral, group and crisis intervention.

To ensure a System of Care approach with a strong focus on results and accountability, Children's Mental Health will have a pro-active and collaborative contract management role with FSA program.

CONTRACTOR'S staff will ensure that in addition to traditional clinic-based counseling, service provision will occur when necessary in settings that maximize youth and family access (e.g. homes, school, community). CONTRACTOR will specifically ensure staff availability to adequately serve ACCESS Medi-Cal referrals.

Referrals to FSA's Early Periodic Screening Diagnosis Treatment (EPSDT) program will come from the community, various public agencies, schools, primary care physicians, and the Santa Cruz County Mental Health ACCESS team.

3. Description of Client Population:

CONTRACTOR will serve Medi-Cal eligible children (aged 0-21) and their families at FSA's two main facilities, as well as at home, school sites and in the community when appropriate. These children have behavioral and/or emotional problems, which require a rehabilitative mental health approach to successfully address these issues.

4. Staffing:

CONTRACTOR will hire 5.1 FTE clinical staff, who are licensed or license eligible as Marriage and Family Therapists, Clinical Social Workers or Clinical Psychologists.

5. Service Measurements:

Contract services will be evaluated based upon the following:

- a. Integrate the EPSDT program with other clinical and support services, to ensure as much of a seamless service system for Medi-Cal beneficiaries as possible.
- b. Increased Latino youth access to EPSDT mental health services.
- c. Caseloads will typically range from 8-20 clients per full-time clinician, depending on level of service intensity and need.
- d. Length of treatment estimated at 6-9 months.
- e. Approximately 115-150 children/youth will be served annually.
- f. Mental Health Services Productivity Target 80% of time worked in Medi-Cal billable mental health services.
- g. Reductions in relevant juvenile justice, child welfare, and school behavioral issues as appropriate to client; to be tracked by COUNTY as applicable.
- h. Mental Health Services Act (MHSA) goals: Expand efforts to identify and serve at-risk, Latino youth up to age 11 and their families by increasing outreach to pediatricians, therapists, elementary and middle schools and community agencies.

6. Quality Assurance Program:

CONTRACTOR shall be considered a Children's Mental Health "gate" to services, thereby being responsible for all related Mental Health Plan requirements (e.g., Notice of Action's, brochures, etc.). CONTRACTOR'S staff will participate in the COUNTY'S interagency collaborative efforts and are part of the Quality Improvement (QI) plan under the Medi-Cal Rehabilitative Option. CONTRACTOR'S staff will be assessed through the Quality Improvement Committee's guidelines as well as through the Children's Mental Health evaluation component. Attendance at scheduled Children's Mental Health Utilization Review (UR) meetings is required. In addition, participation in the COUNTY's performance outcome measurement system (e.g., administration of Child Behavior Checklist (CBCL), Ohio Scales, etc.) will be required.

7. Fair Hearing Practice:

Complaints and/or grievances brought by clients participating in CONTRACTOR services may go through up to four levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) Program Manager; (2) Program Director; (3) Executive Director; (4) External Systems, e.g., Legal.

**COUNTY OF SANTA CRUZ
EXHIBIT B
PAYMENT, BUDGET, AND FISCAL PROVISIONS
FAMILY SERVICE AGENCY OF THE CENTRAL COAST**

1. PAYMENTS:

- A. For the fiscal year beginning July 1, 2006, COUNTY agrees to provide CONTRACTOR with monthly advances for the months from July, 2006 through June, 2007 as follows: Part 01, \$54,793.08. Funding for services in Part 01 of this agreement is consistent over the full 12 months of this agreement. Total funding for the term of this Agreement (12 months) is \$657,517.
- B. In order to receive advance payment CONTRACTOR shall submit a claim, approved by the COUNTY, prior to the month of service. COUNTY shall approve and submit such claim to the auditor prior to the end of the month before the month of service.

2. ADDITIONAL PAYMENT, BUDGET, AND FISCAL PROVISIONS:

- A. Other financial provisions of this Agreement are stated in Exhibit B1, which is attached hereto and incorporated into this Agreement by this reference.

COUNTY OF SANTA CRUZ

EXHIBIT B1 - ADDITIONAL PAYMENT, BUDGET, AND FISCAL PROVISIONS

1. PAYMENTS:

- A. COUNTY agrees to pay CONTRACTOR in a timely manner, no later than 30 days following the receipt and acceptance of the claim by COUNTY. If COUNTY does not accept CONTRACTOR claim as correct or valid, COUNTY will provide notice to CONTRACTOR within 1 day of such determination.
- B. CONTRACTOR'S monthly claim in arrears for reimbursement from COUNTY shall show all CONTRACTOR'S actual and allowable costs resulting from services/activities and/or funding for the particular claim month for cost reimbursement services and units of service provided for the particular claim month for rate reimbursement services.
- C. Where CONTRACTOR requires payment advances, CONTRACTOR assures COUNTY that an advance is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
- D. When advances are requested by CONTRACTOR under this agreement, COUNTY agrees to provide CONTRACTOR with monthly advances for the forthcoming fiscal year for July and August equal to 1/12th per month of the prior year contract amount or 1/12 of the new year amount, whichever is less. After a new agreement is signed for the forthcoming year, for the month of September, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th of the New Year amount plus, if appropriate, an adjustment for the months of July and August. For the remainder of the fiscal year, COUNTY agrees to provide CONTRACTOR with monthly advances equal to 1/12th of the new fiscal year contract amount, except as noted below under LIMITATIONS.
- E. Claims shall be submitted by CONTRACTOR on forms and in manner as prescribed by COUNTY.

2. PAYMENT LIMITATIONS: The Service Agreement Budget pages of Exhibit B of this Agreement will specify the type of payment modality for each type of service delivered by the CONTRACTOR. **Service modalities shall be identified on the Budget Page under Reimbursement Type as RATE, COST or COST-SMA.**

A. Reimbursement limitations for RATE service modalities are as follows:

- 1. Contract Units of Service, Contract Medi-Cal Units, Contract Indigent Units and Contract Maximum Indigent Units shall be negotiated for each applicable mode of service on the Service Agreement Budget page of Exhibit B.

Exhibit B1, 2006-2007

2. CONTRACTOR shall be reimbursed for each unit of service delivered at the Contract Cost Per Unit rate specified on the Service Agreement Budget pages of Exhibit B, up to the Net Contract Amount for that type of service, unless otherwise limited by other provisions in this Exhibit. There will be no adjustment made for the actual cost of delivering said service, except for any required Short-Doyle Medical (SDMC) Federal Financial Participation (FFP) payback by CONTRACTOR as detailed elsewhere in this Exhibit. There will be no reimbursement for any units of service that are disallowed or denied by the COUNTY Quality Improvement Committee UR process or through the State of California audit process.

3. Contract Indigent Units are defined as units of service that are delivered to clients who are not enrolled in the Medi-Cal, Healthy Families or Healthy Kids benefit programs. CONTRACTOR shall not receive reimbursement for any units of service delivered to Indigent clients in excess of the number of units of service specified in Contract Maximum Indigent Units by type of service. COUNTY has no obligation to pay for any Indigent units produced in excess of the Contract Maximum Indigent Units reflected.

4. If the COUNTY makes advance payments to CONTRACTOR for these services, at the end of each quarter, COUNTY will review total units of service data provided by CONTRACTOR as entered into the COUNTY'S management information system. If CONTRACTOR has provided 95% or more of the quarterly total units of service budgeted in the Service Agreement Budget pages of Exhibit B, COUNTY will make full payment on the next monthly claim submitted by CONTRACTOR. If CONTRACTOR has not provided 95% of the quarterly budgeted total units of service, COUNTY will reduce the next CONTRACTOR claim by at the number of units of service short of the 95% proration times the rate for these particular units as specified in the Service Agreement Budget pages of Exhibit B. If in subsequent quarters of the fiscal year, CONTRACTOR provides total year-to-date units in excess of 95% of year-to-date budgeted units, COUNTY will restore previously subtracted amounts on the next monthly claim.

B. Reimbursement limitations for COST service modalities are as follows:

1. If applicable to the type of service delivered by CONTRACTOR, Contract Units of Service, Contract Medi-Cal Units, Contract Indigent Units and Contract Maximum Indigent Units shall be negotiated for each applicable mode of service on the Service Agreement Budget page of Exhibit B.

2. CONTRACTOR shall be reimbursed for the actual costs expended by CONTRACTOR for each type of service delivered, up to the Net Contract Amount for that type of service, unless otherwise limited by other provisions in this Exhibit. There will be no reimbursement for any costs that are disallowed or denied by the COUNTY audit process or through the State of California audit process.

3. If the COUNTY makes advance payments to CONTRACTOR for these

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services, at the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred for those services. If CONTRACTOR has expended 90% or more of the quarterly cost budgeted in the Service Agreement Budget pages of Exhibit B, COUNTY will make full payment on the next monthly claim submitted by CONTRACTOR. If CONTRACTOR has not expended 90% of the quarterly budgeted cost, COUNTY will reduce the next CONTRACTOR claim by at the actual expenditures short of the 90% proration of the budget specified in the Service Agreement Budget pages of Exhibit B. If in subsequent quarters of the fiscal year, CONTRACTOR expends total year-to-date costs in excess of 90% of year-to-date budget, COUNTY will restore previously subtracted amounts on the next monthly claim.

C. Reimbursement limitations for COST-SMA service modalities are as follows:

1. Contract Units of Service, Contract Medi-Cal Units, Contract Indigent Units and Contract Maximum Indigent Units shall be negotiated for each applicable mode of service on the Service Agreement Budget page of Exhibit B.
2. CONTRACTOR shall be reimbursed for the actual costs expended by CONTRACTOR for each type of service delivered, up to the Net Contract Amount for that type of service, unless otherwise limited by other provisions in this Exhibit. There will be no reimbursement for any costs that are disallowed or denied by the COUNTY audit process or through the State of California audit process.
3. CONTRACTOR'S maximum reimbursement for actual costs under service modality type COST-SMA is further limited to the lower of: a) the maximum amount as shown in Net Contract Amount of the Service Agreement Budget page of Exhibit B, or b) the amount calculated by multiplying total units of service delivered (as entered into the COUNTY'S management information system and not denied through any audit process) by the Maximum Contract Cost Per Unit as shown on the Service Agreement Budget page of Exhibit B.
4. If the COUNTY makes advance payments to CONTRACTOR for these services, at the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred for those services. If CONTRACTOR has expended 90% or more of the quarterly cost budgeted in the Service Agreement Budget pages of Exhibit B, COUNTY will make full payment on the next monthly claim submitted by CONTRACTOR. If CONTRACTOR has not expended 90% of the quarterly budgeted cost, COUNTY will reduce the next CONTRACTOR claim by at the actual expenditures short of the 90% proration of the budget specified in the Service Agreement Budget pages of Exhibit B. If in subsequent quarters of the fiscal year, CONTRACTOR expends total year-to-date costs in excess of 90% of year-to-date budget, COUNTY will restore previously subtracted amounts on the next monthly claim.

3. **SETTLEMENTS:** In addition to the quarterly advance payment settlements listed above, settlements of total amount due to CONTRACTOR will be made at the following times:
- A. Filing of Cost Report – At the time when CONTRACTOR submits the cost report required by other provisions of this Agreement, CONTRACTOR shall reconcile all amounts earned under this Agreement and CONTRACTOR shall submit a claim for any amounts due from COUNTY or CONTRACTOR shall submit a check to COUNTY reimbursing COUNTY for any unearned amounts.
 - B. Subsequent to the COUNTY'S filing of the DMH SD/MC Cost Report for the fiscal year, which occurs 6 months after the close of the fiscal year, there may be a secondary settlement required if it is determined that units and or costs previously submitted by CONTRACTOR are not eligible for reimbursement to CONTRACTOR. Disallowance may result from erroneous information or disallowance under DMH regulations. Notices for any settlement under this provision will be sent by COUNTY to CONTRACTOR within 60 days of the time which COUNTY files the DMH SD/MC Cost Report.
 - C. At the subsequent time when all the COUNTY'S outstanding claims for payment from SD/MC are paid to COUNTY by the State, approximately 18 months following the close of the fiscal year, there may arise the requirement for a third settlement reconciliation. DMH may, prior to completing payment to the COUNTY of all outstanding COUNTY claims, disallow additional units and or costs previously submitted by COUNTY. COUNTY may choose to appeal the DMH disallowance(s) and therefore reserves the right to defer reconciliation with CONTRACTOR until resolution of the appeal. Notices for any settlement under this provision will be sent by COUNTY to CONTRACTOR within 60 days of the time which COUNTY receives notice from the State of total reconciliation of SD/MC units of service data.
 - D. A final reconciliation and settlement may occur subsequent to the audit of the COUNTY'S SD/MC Cost Report by DMH. DMH may disallow cost and or unit of service reported by COUNTY on the SD/MC Cost report. COUNTY may choose to appeal the DMH disallowance(s) and therefore reserves the right to defer reconciliation with CONTRACTOR until resolution of the appeal. Notices for any settlement under this provision will be sent by COUNTY to CONTRACTOR within 60 days of the time which COUNTY receives notice from the State of final audit determination.
 - E. If CONTRACTOR acts in good faith to insure their staff and programs completely comply with all COUNTY'S direction and requirements, and audit exceptions are result of following COUNTY'S direction and requirements and not from CONTRACTOR'S errors or omissions, CONTRACTOR shall not be responsible for such audit exceptions. If CONTRACTOR disagrees with an audit finding against it, CONTRACTOR may appeal that decision to the Mental Health Director for a review of the disputed finding. CONTRACTOR may appeal the decision of the Mental Health Director to the Health Services Agency Director, who shall have final authority to determine CONTRACTOR'S responsibility of an audit finding.

3. BUDGET CONTROL:

- A. CONTRACTOR may transfer up to 5% of the total contract budget on each budget page within this Agreement between budget categories or types of service on that budget page. Transfers of cumulative amounts greater than 5% may only be made with the advanced written permission of COUNTY'S Administrator.
- B. Grants and pass through funds will be exempt from the 5% budget transfer provision unless otherwise specifically allowed in Exhibit B.

4. COST REPORT:

- A. CONTRACTOR agrees to submit a detailed cost report in the format prescribed by the State Department of Mental Health (DMH) **no later than 60 days after the end of the contract period**. COUNTY will provide the State DMH format to CONTRACTOR via e-mail, U.S. Postal Service, or hand delivery. The CONTRACTOR shall also submit a copy of the CONTRACTORS trial balance (statement of revenue and expenses) relative to the services performed under this contract with the cost report. As a part of the cost report, CONTRACTOR will reconcile in writing the total units of service delivered under this Agreement to the units of service reported by CONTRACTOR to COUNTY'S data system. The COUNTY reserves the right to withhold payment due to CONTRACTOR under this Agreement or subsequent year's Agreements until that time which CONTRACTOR submits the required cost report to COUNTY.
- B. CONTRACTOR shall remit any unearned funds to the COUNTY at the time CONTRACTOR submits cost report. In the event that the unit reconciliation indicates that CONTRACTOR delivered the contracted or greater units of service than had been previously reported to the COUNTY'S data system, and total payments made to CONTRACTOR by COUNTY is less than the contract maximum amount, CONTRACTOR may submit an invoice to COUNTY for any additional amounts owed, up to the contract maximum amount, after the units of service have been properly recorded and entered into the COUNTY'S data system.

5. OTHER FINANCIAL PROVISIONS:

- A. If CONTRACTOR'S actual costs for any service within this Agreement are less than the amount paid by COUNTY to CONTRACTOR for that service, CONTRACTOR agrees to reimburse COUNTY 25% of the difference prorated by the number of Medi-Cal units of service for that type of service as compared to the total units of service delivered for that type of service (actual Medi-Cal percentage). This reimbursement may occur at any of the settlement times listed above in this Exhibit. This provision will be applied at a legal entity level consistent with the State-Federal audit settlement on Short-Doyle Medi-Cal Federal Financial Participation (FFP) profits.
- B. All services to be provided by CONTRACTOR under this Agreement are reflected in the Services Agreement Budget pages of Exhibit B.

- C. In those cases where CONTRACTOR will provide, under the terms of this Agreement, Medi-Cal services and where such services will be reimbursed by COUNTY, CONTRACTOR shall be appropriately certified as a Medi-Cal Health provider by the Mental Health Plan of the county of placement, as well as by the Santa Cruz County Mental Health Plan.

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COUNTY OF SANTA CRUZ

EXHIBIT C – STANDARD COUNTY / AGENCY PROVISIONS

- I. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

2. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 2 and 3 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

 - B. Any and all Federal, State and Local taxes, charges', fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

3. **INSURANCE.** Unless waived in Exhibit X, Paragraph 1 of this Agreement, or modified in Exhibit X, Paragraph 2 of this Agreement, CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

A. TYPES OF INSURANCE AND MINIMUM LIMITS

1. Worker's Compensation in the minimum statutory required coverage amounts.

2. Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of \$1,000,000.

B. OTHER INSURANCE PROVISIONS

1. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonable affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.
2. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:
"The County of Santa Cruz, its officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."
3. All required insurance policies shall be endorsed to contain the following clause:
"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: County of Santa Cruz, Health Services Agency, Purchasing/Claims, 7080 Emeline Avenue, Santa Cruz, CA 95060."
4. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent

to: *County of Santa Cruz, Purchasing/ Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.*

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:
1. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to **job** duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
 2. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
 3. The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 4B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that

the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 5. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors, which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent Contractor.

- 6. **NONASSIGNMENT.** CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.
- 7. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

8. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
9. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
10. **LIVING WAGE.**

This Agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees and compliance with the non-wage provisions of the Code, if initiated by the COUNTY in Exhibit X, Paragraph 3. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

11. **FINANCIAL REPORTING.** CONTRACTOR shall:
- A. Within 180 days of the end of each of the CONTRACTOR'S fiscal years occurring during the term of this Agreement, the CONTRACTOR shall provide the Contract Administrator with two (2) copies of Financial Statements relating to the entirety of the CONTRACTOR'S operations. Financial Statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one (1) copy of the Financial Statements to the Auditor-Controller.
1. For the purposes of this paragraph, "CONTRACTOR'S fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.
 2. The Contract Administrator with concurrence of the County Auditor-Controller may agree to extend the deadline for the Financial Statements required by this paragraph.
- B. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Agreement. The Contract Administrator shall notify the Auditor-Controller of any impairment upon being notified by the CONTRACTOR.

- C. In the sole discretion of the COUNTY, the requirements of this paragraph may be exempted where the Contract Administrator and the County Auditor-Controller ascertain that such reporting is not essential, and both certify to its inapplicability by initialing in Exhibit X, Paragraph 4.
12. **DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal audit agency.
13. **POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office or measure before the electoric.
14. **LOBBYING.** None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(ib)(3).
15. **CONFORMANCE TO REGULATIONS.** CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure andlor certification laws.
16. **CONFORMANCE TO LAW.** This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.
17. **RESPONSIBILITY FOR INVENTORY ITEMS.**
- A. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an

inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

- B. Inventory items in CONTRACTORS possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

18. NONDISCRIMINATION IN SERVICES.

- A. By signing this Contract, Contractor certifies under the laws of the State of California that Contractor and its Subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); 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 thereunder (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.
- B. For the purpose of this Contract, discrimination on the basis of race, color, creed, national origin, sex, age, or physical 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 must meet in order to be provided any service or benefit.
- C. Contractor shall, on a cycle of at least every three years, assess, monitor, and document each Subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that

recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. Contractor shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.

Contractor shall include nondiscrimination and compliance provisions in all subcontracts. Contractor shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

D. 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 hereunder.

19. **CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
20. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by Federal, State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
21. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
22. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties

produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

23. **EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
24. **TRAVELING EXPENSES, FOOD AND LODGING.** CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed federal issued per diem rates. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.
25. **CONTRACTOR PERSONNEL STANDARDS.** The CONTRACTOR shall determine that all staff providing services under this Agreement shall be qualified to perform the job requirements under this Agreement.
26. **AMENDMENTS.** No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.
27. **NOTICE OF POSSIBLE TERMINATION FOR CAUSE.**
- A. In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.
- B. In the event of a termination pursuant to Paragraph 27A, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under

Paragraph 27A reduced by the amount of damages sustained by COUNTY by reason of such breach.

28. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
29. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year- end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement, including non-compliance with agreements from prior years.
30. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination.
31. **SAFETY AND INFECTION CONTROL.** CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
32. **CULTURAL COMPETENCY.** In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations.

Exhibit C 2006-07
11/6/06

COUNTY OF SANTA CRUZ

EXHIBIT D -STANDARD MENTAL HEALTH PROVISIONS

This is an Agreement between the parties relating to the rendering of mental health services as defined in, and for which State reimbursement may be claimed under, the provisions of the Bronzan-McCorquodale Act (Part 2 of Division 5, Welfare and Institutions Code) and its accompanying regulations contained in Subchapter 3 of Title 9, California Code of Regulations, parts of which provide definitions, standards, and procedures by and pursuant to which such services may lawfully be provided. Services shall be provided under the general supervision of the Health Services Agency Director or his or her designee. For the purposes of this Section, "designee", may include any permanent employee on the staff of such Director as may be appropriately designated to provide liaison, coordination, or supervision over the services described herein.

1. ADMINISTRATION:

COUNTY'S Director of Mental Health, or his or her designee, hereinafter called COUNTY'S ADMINISTRATOR, under direction of the Health Services Agency Director, shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY. CONTRACTOR'S Executive Director shall administer this Agreement on behalf of CONTRACTOR.

2. NOTICE:

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the officials cited in Paragraph 1 above, for CONTRACTOR at the address cited on this Agreement's cover sheet, and for COUNTY at Community Mental Health, P.O. Box 962, Santa Cruz, CA 95061-0962, Attention: Director of Mental Health.

3. PROVISION OF SERVICES:

- a. CONTRACTOR agrees to establish and conduct a program of mental health services under the Bronzan-McCorquodale Act to persons with behavioral and emotional disorders who reside in Santa Cruz County and are eligible for treatment under the Santa Cruz County Performance Contract. All services rendered under this Agreement shall be subject to the supervision of the COUNTY'S Director of Mental Health and shall be provided in a manner consistent with the requirements of the Bronzan-McCorquodale Act; Subchapter 3 of Title 9, California Code of Regulations; and applicable ordinances and resolutions of the Santa Cruz County Board of Supervisors.
- b. The COUNTY Director of Mental Health or his or her designee shall specify in writing the kind, quality and amount of service which shall be provided to each eligible patient/client under this Agreement. Said service to be mutually agreed upon and fall within parameters of this Agreement.

Exhibit D, 2006-2007

- c. CONTRACTOR agrees to provide services to program clients throughout the period of this Agreement.
- d. As part of the State required Quality Assurance and Improvement Plan, CONTRACTOR shall develop a grievance process for use by clients and family members to express concerns about access to and/or quality of care. This process shall be in writing and available to the public. As part of this process, CONTRACTOR shall maintain a grievance log and provide an annual report on numbers and types of grievances, outcomes of the grievances, and system issues causing problems for patients.

4. CONFORMANCE TO STATE REGULATIONS:

It is agreed that the Short-Doyle/MediCal Manual for the Rehabilitation Option and Targeted Case Management, an official publication of the State Department of Mental Health promulgated pursuant to the Bronzan-McCorquodale Act, establishes basic requirements to which a contract provider must adhere for approval by the State. CONTRACTOR agrees to comply with all applicable provisions of this manual and any amendments thereto, which by this reference is incorporated into and made a part of this Agreement. A manual will be provided to the CONTRACTOR upon request.

- a. Procedure for Complaint Process. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of race, color, religion, age, disability, national origin, gender, or sexual orientation shall be resolved by the State through the Department of Mental Health's Affirmative Action complaint process.
- b. Notice of Complaint Process. CONTRACTOR shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination, or a violation of their civil rights with the Department of Mental Health.

5. RECORDS:

- a. Client Records. CONTRACTOR shall maintain individual records for each client. Such records shall include identifying data, social and financial data, and a record of services provided by various personnel in such sufficient detail to make possible an evaluation by COUNTY of services rendered. COUNTY, at its sole option, may take custody and be responsible for safeguarding CONTRACTOR'S client records upon termination of this Agreement and shall thereupon act as custodian of such records for CONTRACTOR. CONTRACTOR shall be permitted access to and have a right to make copies of such records at any time. COUNTY agrees to maintain such records for such period as may be required by Title 22 of the California Code of Regulations. COUNTY agrees that such custody will conform to applicable confidentiality provisions of State and Federal law.
- b. Right to Review. CONTRACTOR authorizes the State Department of Mental Health, the Health Services Agency Director or his/her designee and/or designated auditors of the COUNTY or State, the right to inspect and otherwise evaluate the appropriateness and timeliness of services performed, and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and payments made pursuant to this

Exhibit D, 2006-2007

Agreement. The State Departments of Health and Mental Health shall have the same rights of inspection and evaluation of Medi-Cal services provided by CONTRACTOR pursuant to this Agreement.

- c. Confidentiality of Client Records and Information. For the COUNTY'S Mental Health system (i.e., all Bronzan-McCorquodale funded providers) to provide coordinated, quality care, all COUNTY and Contract providers must be able to discuss and exchange relevant clinical and service needs information, as permitted by state and federal law. This information may be exchanged when making referrals, accepting referrals or coordinating service delivery to a client. CONTRACTOR is responsible for insuring that its ability to exchange client information within the Bronzan-McCorquodale provider system is maintained. CONTRACTOR is responsible to store, maintain, and protect the privacy of health records and confidentiality of all protected health information, as required by state and federal law.

6. ACCOUNTS RECEIVABLE:

In the event that CONTRACTOR or COUNTY terminates this Agreement, the COUNTY shall retain its interest in the accounts receivable which were a result of the CONTRACTOR'S Bronzan-McCorquodale eligible service under this Agreement. The accounts receivable shall either be assigned to the COUNTY or shall be used to offset any amounts that may be due to CONTRACTOR resulting from such termination with said determination to be made by COUNTY in the exercise of its reasonable judgment.

7. PRODUCTIVITY:

CONTRACTOR shall develop and monitor individual written staff productivity standards which maximize direct services to clients. CONTRACTOR shall provide written productivity standards and a method of monitoring those standards to the COUNTY Administrator.

8. QUALITY IMPROVEMENT PARTICIPATION:

All CONTRACTORS who provide direct services to clients in the county shall participate in the Quality Improvement program. This includes periodic meetings providing review of clinical records, peer review, difficult case conferences, utilization review, and client outcomes development and review.

9. CULTURAL COMPETENCY:

In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations.

CONTRACTOR will have policies that comply with Title VI (Civil Rights Act) requirements prohibiting the expectation that family members provide interpreter services. CONTRACTOR will provide services in the COUNTY's threshold language (Spanish), or will provide free language assistance services. CONTRACTOR shall have policies and procedures for meeting language needs for consumers who do not meet threshold language criteria.

Exhibit D, 2006-2007

CONTRACTOR shall have available culturally and linguistically appropriate written information for identified threshold languages.

CONTRACTOR shall have available, as appropriate or feasible, alternatives and options that accommodate individual preferences and cultural and linguistic differences.

CONTRACTOR shall have a process to ensure that staff is able to provide culturally and linguistically competent medically necessary specialty mental health services. CONTRACTOR will provide or make available to staff cultural competence training, including an annual training on client culture.

CONTRACTOR will encourage staff participation in the COUNTY's Cultural Competence Council.

10. REPORTABLE INCIDENTS:

CONTRACTOR shall report within **24** hours all incidents affecting the immediate health, safety and well being of clients to the office of the Director of Mental Health. Reportable incidents include, but are not limited to, all deaths, episodes of acute life threatening illness, serious physical or psychological injuries (or risk thereof), and allegations of abuse and/or neglect.

CONTRACTOR shall establish procedures for the investigation of such incidents and shall cooperate with any additional investigation COUNTY may wish to conduct.

11. SHORT-DOYLE MEDICAL SERVICES (SDMC):

If the CONTRACTOR provides services billed to SDMC, the following requirements apply:

Mutual Objectivesa. Both CONTRACTOR and COUNTY Desire:

(1) To assure that all Title XIX eligible clients are informed of the Medi-Cal program, and how to access it.

(2) To assure that assistance is provided to eligible individuals in determining their eligibility for participation in California's Medi-Cal plan.

(3) To assure the availability of early and appropriate interventions so that diagnosis, treatment, and rehabilitation occur in a timely manner.

(4) To assure that eligible individuals are aware of and understand, in culturally competent and language specific terms, the benefits of preventive and remedial care.

(5) To assure that health-related services provided to clients served by the CONTRACTOR are of sufficient amount, duration, and scope to correct or ameliorate the condition for which they were determined to be medically necessary.

Exhibit D, 2006-2007**The CONTRACTOR Agrees:**

- a. To complete accurate CDS data forms documenting services provided by clinical staff and enter the data into the COUNTY'S management information system within 5 business days of service delivery.
- b. To work with Mental Health Patient Accounting/Billing section to confirm current eligibility for Medi-Cal and Medicare benefits and assist clients in applying for benefits if appropriate.
- c. To document all services for a client in the medical record and to get approval for all planned services from the client's Coordinator.
- d. To provide support as requested for the Quality Improvement Committee.
- e. To reimburse the COUNTY for all audit exceptions and disallowances (which are determined by the Mental Health Director, or his/her designee, to be the responsibility of the CONTRACTOR) from either, 1) State audits (Fiscal & Quality Assurance); or 2) Quality Improvement Committee/UR denials.

This reimbursement shall be paid within thirty (30) days of the disallowance, unless the provider chooses to appeal pursuant to Short-Doyle/Medi-Cal procedures. When the outcome of appeal is determined, final settlement shall be made to the COUNTY within thirty (30) days.

- f. To comply with all State requirements of Short-Doyle/Medi-Cal including Coordinated Services Quality Assurance, certification, staffing ratios, documentation requirements, service authorization, etc. These are reflected in the State manuals and implemented in the local Quality Management Plan. All providers are required to obtain, review, and remain in full compliance with the local Quality Management Plan and Utilization Review Plan.
- g. To perform Medi-Cal Administrative and Outreach activities as an agent for the Santa Cruz County Health Services Agency, in order to improve the availability, accessibility, coordination, and appropriate utilization of preventive and remedial health care resources to Medi-Cal eligible individuals and their families (where appropriate), and to capture information using methods developed by the State (with training in these methods provided by the COUNTY) under the direction of the COUNTY. The activities to be included are as approved by the State Department of Mental Health. It is the responsibility of CONTRACTOR to remain current on the requirements for documentation of costs and activities as defined by the State.
- h. The CONTRACTOR is responsible for monitoring services provided, the benefit status of clients, insuring the Mental Health Patient Accounting/Billing section receives current client eligibility status for billing, and working to correct any billing data errors.

The COUNTY Agrees:

Exhibit D, 2006-2007

- a. To provide Short-Doyle/Medi-Cal, patient accounting and billing services to all providers.
- b. To provide CDS services and MIS reports to facilitate assignment of Coordinators and productivity.
- c. To provide Quality Assurance Training as requested by the provider.
- d. To provide medical records and clinical forms to all providers.
- e. To provide consultation and clinical supports based on specific services.
- f. To coordinate regarding client benefit and UMDAP status.
- g. Costs for COUNTY supports of direct services shall be included in the Budget Exhibit of this Agreement.

12. MEDICARE PARTIAL HOSPITALIZATION FOR COMMUNITY MENTAL HEALTH CENTERS:

If the CONTRACTOR provides services billed to Medicare for partial hospitalization, the following requirements apply:

The CONTRACTOR Agrees:

- a. To document services on CDS forms in compliance with Medicare billing requirements and the Medicare Plan of Care approved by a physician within 5 days of admittance of the program.
- b. To complete the physician certification and 2 week updates to the Medicare plan.
- c. To provide an assessment documenting medical necessity and the need for services as defined by Medicare clinical policies.
- d. To provide complete clinical documentation of services in the medical record and all necessary documentation to comply with Medicare help letters and appeals.
- e. To repay the COUNTY for any federal disallowances initiated by HCFA or the fiscal intermediary for the Medicare Partial Hospitalization program.

The COUNTY Agrees:

- a. To provide training on Medicare requirements, documentation needs, etc.
- b. To bill for all services and provide patient accounting and computer supports.

Exhibit D, 2006-2007

- c. To provide training on Medicare Partial Hospitalization requirements, etc., and provide billing, patient accounts and computer support services related to the partial hospitalization program.
- d. To ensure that partial hospital services are part of an integrated service program with the goal and intent of avoiding hospitalizations.
- e. To provide Quality Improvement staff support to review and send materials to the Medicare fiscal intermediary for help letters and appeals. Where appropriate, legal support for Medicare appeals shall also be provided by the County.

Exhibit D 2006-07
11/6/06

EXHIBIT H₁- HIPAA
BUSINESS SERVICES ADDENDUM
County-Business Associate

This Business Associate Addendum (this "Addendum") is entered into by and between the COUNTY OF SANTA CRUZ, hereinafter referred to as "Business Associate") and CONTRACTOR in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, governing protected health information ("PHI"), as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA").

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Addendum, Business Associate, may use or disclose protected health information only to perform program functions, activities or services in connection with the program for which services are provided by the Contractor under the Agreement, provided that such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), (U.S.C. 1320d et seq.), and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule. The uses and disclosures of PHI may not exceed the limitations applicable to the Contractor under the regulations except as authorized for management, administrative or legal responsibilities of the Business Associate.

2. Further Disclosure of PHI

The Business Associate shall not use or further disclose PHI other than as permitted or required by this Addendum, or as required by law.

3. Safeguarding PHI

The Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum.

4. Unauthorized Use or Disclosure of PHI

The Business Associate shall report to the Contractor any use or disclosure of the PHI not provided for by this Addendum or otherwise in violation of the Privacy Rule. Business Associate shall mitigate to the extent practicable any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Addendum. Business Associate shall report to Contractor within twenty-four hours during a work week of discovery by Business Associate that PHI has been used or disclosed other than as provided for in this Addendum.

5. Agents and Subcontractors of the Business Associate

The Business Associate shall ensure that any agent, including a subcontractor, to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the Contractor, shall comply with the same restrictions and conditions that apply through this Addendum to the Business Associate with respect to such information.

6. Access to PHI

At the request of the *Contractor*, and in the time and manner designated by the *Contractor*, the Business Associate shall provide access to PHI in a Designated Record Set to an Individual or the *Contractor* to meet the requirements of 45 Code of Federal Regulations section 164.524.

7. Amendments to Designated Record Sets

The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the *Contractor* directs or at the request of the Individual, and in the time and manner designated by the *Contractor* in accordance with 45 Code of Federal Regulations Section 164.526.

8. Documentation of Uses and Disclosures

The Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for the *Contractor* to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

9. Accounting of Disclosure

The Business Associate shall provide to the *Contractor* or an Individual, in the time and manner designated by the *Contractor*, information collected in accordance with 45 Code of Federal Regulations section 164.528, to permit the *Contractor* to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Records Available to Contractor and Secretary

The Business Associate shall make available records related to the use, disclosure, and privacy protection of PHI received from the *Contractor*, or created or received by the Business Associate on behalf of the *Contractor*, to the *Contractor* or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the *Contractor's* compliance with the privacy requirements, in the time and manner designated by the *Contractor* or the Secretary.

11. Destruction of PHI

Upon termination of this Addendum for any reason, the Business Associate shall:

- a) Return all PHI received from the *Contractor*, or created or received by the Business Associate on behalf of the *Contractor* required to be retained by the Privacy Rule; or
- b) Return or destroy all other PHI received from the *Contractor*, or created or received by the Business Associate on behalf of the *Contractor*.

This provision shall apply to PHI in possession of subcontractors or agents of the Business Associate. The Business Associate, its agents or subcontractors shall retain no copies of the PHI.

In the event the Business Associate determines that returning or destroying the PHI is not feasible or appropriate for administrative or program related reasons, the Business Associate shall provide the *Contractor* notification of the conditions that make return or destruction not feasible, in which case the Business Associate shall extend the protections of this Addendum to such PHI and limit

further use **and** disclosures of such PHI for so long as the Business Associate, or any of its agents or subcontractors, maintains such PHI.

12. Amendments to Addendum

The Parties agree to take such action as is necessary to amend this Addendum as necessary for the Contractor to comply with the requirements of the Privacy Rule and its implementing regulations.

13. Mitigation of Disallowed Uses and Disclosures

The Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Addendum or the Privacy Rule.

14. Data Aggregation

The Business Associate may provide data aggregation services related to the health care operation of the Contractor.

15. Obligations of Contractor

Contractor agrees to:

- a) Provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- b) Notify the Business Associate of any restriction to the use or disclosure of PHI that Contractor has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

16. Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Addendum, available to Contractor at no cost to Contractor to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Contractor, its employees or officers based upon a claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

17. No Third-Party Beneficiaries

Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Contractor or Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

18. Regulatory References

A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

19. **Survival**

The respective rights and obligations of Business Associate under Section 11 of this Addendum shall survive the termination or expiration of this Addendum.

EXHIBIT H₂- HIPAA
BUSINESS SERVICES ADDENDUM
County-Covered Entity

This Business Associate Addendum (this 'Addendum') is entered into by and between the COUNTY OF SANTA CRUZ, hereinafter referred to as "County") and CONTRACTOR (hereinafter referred to as 'Business Associate') in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, governing protected health information ("PHI), as amended from time to time (statute and regulations hereinafter collectively referred to as 'HIPAA').

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Addendum, Business Associate, may use or disclose protected health information only to perform functions, activities or services for or on behalf of the County, hereinafter referred to as the *County*, as specified in the Agreement, provided that such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), (U.S.C. 1320d et seq.), and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule. The uses and disclosures of PHI may not exceed the limitations applicable to the *County* under the regulations except as authorized for management, administrative or legal responsibilities of the Business Associate.

2. Further Disclosure of PHI

The Business Associate shall not use or further disclose PHI other than as permitted or required by this Addendum, or as required by law.

3. Safeguarding PHI

The Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum.

4. Unauthorized Use or Disclosure of PHI

The Business Associate shall report to the *County* any use or disclosure of the PHI not provided for by this Addendum or otherwise in violation of the Privacy Rule. Business Associate shall mitigate to the extent practicable any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Addendum. Business Associate shall report to County within twenty-four hours during a work week of discovery by Business Associate that PHI has been used or disclosed other than as provided for in this Addendum.

5. Agents and Subcontractors of the Business Associate

The Business Associate shall ensure that any agent, including a subcontractor, to which the Business Associate provides PHI received from, or created or received by the Business Associate on behalf of the *County*, shall comply with the same restrictions and conditions that apply through this Addendum to the Business Associate with respect to such information.

6. Access to PHI

At the request of the *County*, and in the time and manner designated by the *County*, the Business Associate shall provide access to PHI in a Designated Record Set to an Individual or the *County* to meet the requirements of 45 Code of Federal Regulations section 164.524.

7. Designated Record Sets

The Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the *County* directs or at the request of the Individual, and in the time and manner designated by the *County* in accordance with 45 Code of Federal Regulations Section 164.526.

8. Documentation of Uses and Disclosures

The Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for the *County* to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

9. Accounting of Disclosure

The Business Associate shall provide to the *County* or an Individual, in the time and manner designated by the *County*, information collected in accordance with 45 Code of Federal Regulations section 164.528, to permit the *County* to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

10. Records Available to County and Secretary

The Business Associate shall make available records related to the use, disclosure, and privacy protection of PHI received from the *County*, or created or received by the Business Associate on behalf of the *County*, to the *County* or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the *County's* compliance with the privacy requirements, in the time and manner designated by the *County* or the Secretary.

11. Destruction of PHI

Upon termination of this Addendum for any reason, the Business Associate shall:

- a) Return all PHI received from the *County*, or created or received by the Business Associate on behalf of the *County* required to be retained by the Privacy Rule; or
- b) Return or destroy all other PHI received from the *County*, or created or received by the Business Associate on behalf of the *County*.

This provision shall apply to PHI in possession of subcontractors or agents of the Business Associate. The Business Associate, its agents or subcontractors shall retain no copies of the PHI.

In the event the Business Associate determines that returning or destroying the PHI is not feasible, the Business Associate shall provide the *County* notification of the conditions that make return or destruction not feasible. If the *County* agrees that the return of the PHI is not feasible, the Business Associate shall extend the protections of this Addendum to such PHI and limit further use

and disclosures of such PHI for so long as the Business Associate, or any of its agents or subcontractors, maintains such PHI.

12. Amendments to Addendum

The Parties agree to take such action as is necessary to amend this Addendum as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

13. Mitigation of Disallowed Uses and Disclosures

The Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Addendum or the Privacy Rule.

14. Data Aggregation

The Business Associate may provide data aggregation services related to the health care operation of the County.

15. Termination of Contracts

The County shall terminate this contract upon knowledge of a material breach by the Business Associate of which the Business Associate fails to cure.

16. Assistance in Litigation or Administrative Proceedings

Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Addendum, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its employees or officers based upon a claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

17. No Third-party Beneficiaries

Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

18. Regulatory References

A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

19. Survival

The respective rights and obligations of Business Associate under Section 11 of this Addendum shall survive the termination or expiration of this Addendum.

EXHIBIT H₃- HIPAA
BUSINESS SERVICES ADDENDUM
Covered Entity to Covered Entity

?

This Business Services Addendum (this "Addendum") is entered into by and between the COUNTY OF SANTA CRUZ, hereinafter referred to as "COUNTY" and CONTRACTOR in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, governing protected health information ("PHI), as amended from time to time (statute and regulations hereinafter collectively referred to as 'HIPAA').

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined in **HIPAA** legislation and agree to use and disclose protected health information as required by law.

COUNTY AND CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment and health care operations.

COUNN OF SANTA CRUZ
EXHIBIT X - REVISIONS

1. INSURANCE WAIVERS

The following insurance coverages are waived if initialed by COUNTY's representative and also approved by the COUNTY's Risk Manager:

- a. Worker's Compensation
- b. Automobile Liability
- c. Comprehensive or Commercial General Liability
- d. Professional Liability

Initials

Approved by Risk Manager: _____ Date: _____

2. INSURANCE REDUCTIONS

The insurance coverage minimum amounts required in Exhibit C.3A., are hereby reduced to the amount indicated if initialed by the COUNTY's representative and also approved by the COUNTY's Risk Manager:

- a. Worker's Compensation
- b. Automobile Liability
- c. Comprehensive or Commercial General Liability
- d. Professional Liability

Initials	Revised Amount

_____	N/A

_____	N/A

Approved by Risk Manager: _____ Date: _____

3. LIVING WAGE

This Agreement is subject to the Living Wage provisions of the Santa Cruz County Code if initialed by COUNTY here: gk

4. FINANCIAL REPORTING

COUNTY waives Financial Reporting requirements of Exhibit C Paragraph 11 if initialed here by Auditor-Controller: _____ and Contract Administrator: _____

5. OTHER STANDARD LANGUAGE REVISIONS

The provisions set forth below shall supersede and take the place of the paragraph(s) they replace. All other provisions of this Agreement shall remain the same. Check and complete the appropriate box(es).

There are **no** revised paragraphs in this Agreement.

OR

There **are** revised paragraphs in this Agreement (if so, please **specify** below)
Paragraph " " of Exhibit " " is hereby revised to read as follows:

An Addition to said contract shall **be** as follows:

**AMENDMENT TO MENTAL HEALTH ADMINISTRATIVE SERVICES
ORGANIZATION AGREEMENT
BETWEEN
VALUEOPTIONS, INC. AND COUNTY OF SANTA CRUZ**

THIS AMENDMENT TO AGREEMENT (the "Amendment") is entered into as of December 1, 2006, by and between the County of Santa Cruz ("County") and ValueOptions, Inc. ("ValueOptions").

WHEREAS, County and ValueOptions, Inc. entered into an Administrative Services Organization Agreement as of July 1, 2004, for management of a network of providers and provision of administrative services for the component of care provided by the county which includes Specialty Mental Health services for Medi-Cal beneficiaries who are minors and who reside out-of-home and out of their county of residence.

WHEREAS, the parties have executed the Agreement and have performed in accordance with the terms thereof;

WHEREAS, the parties now wish to amend the Agreement to reflect the current understanding and agreement of the parties with regard to the services and rates provided for by the Agreement;

NOW THEREFORE, the parties hereby amend the Agreement as follows:

1. **Reimbursement Schedule Amendment.** ValueOptions Medi-Cal Reimbursement Schedule, Exhibit E of the Agreement, is amended by deleting the current Schedule and substituting the following Schedule attached hereto and incorporated herein,
2. **Ratification.** The parties ratify, affirm and approve the Agreement, with the amendment thereto set forth herein, and agree that the Agreement as so amended shall continue in full force and effect.
3. **Effect.** Other than as modified by this Amendment, the Agreement shall remain in effect as set forth therein. Any conflict between this Amendment and the Agreement shall be resolved in favor of this Amendment.

This Amendment may be executed in counterparts, or counterpart pages, each one of which shall be deemed an original, and all the counterparts together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the date first above written.

COUNTY OF SANTA CRUZ

VALUEOPTIONS, INC.

By: 

Title: Health Director

Date: _____

By: Steve Holmbeck

Title: Service Center Vice President

Date: September 29, 2006

EXHIBIT E

Fee schedule, Tier 1 counties: Santa Clara, Santa Cruz, San Mateo, San Francisco, Alameda, Solano, San Joaquin, Sacramento, San Luis Obispo, San Benito, Alpine, Riverside, Placer, and San Diego.

CPT code	Description	Psychiatrist MD	Child Psychiatrist MD	Psychologist PhD	Masters Level
90801	Initial Diagnostic Evaluation (Up to 90 min)	\$148.00	\$185.00	\$75.00	\$75.00
90804	Individual psychotherapy (up to 30 minutes)			\$31.00	\$31.00
90805	Individual psychotherapy with medical eval and management services (up to 30 minutes)	\$65.00	\$75.00		
90806	Individual psychotherapy (up to 60 minutes)			\$65.00	\$65.00
90807	Individual psychotherapy with medical eval and management services (up to 60 minutes)	\$65.00	\$75.00		
90847	Family Therapy/Collateral (up to 90 minutes)			\$65.00	\$65.00
90853	Group Therapy (other than of a multiple-family group (up to 90 minutes)			\$30.00	\$30.00
90862	Medication check/ Evaluation (Up to 30 minutes)	\$65.00	\$75.00		
96101	Psychological Testing per 60 minutes			\$65.00	
H2015	minutes; Max 4 units per day)				

Fee schedule Tier 2 (all other counties):

CPT code	Description	Psychiatrist MD	Child Psychiatrist MD	Psychologist PhD	Masters Level
90801	Initial Diagnostic Evaluation (up to 90 min)	\$116.00	\$145.00	\$65.00	\$65.00
90804	Individual psychotherapy (up to 30 minutes)			\$26.00	\$26.00
90805	Individual psychotherapy with medical eval and management services (up to 30 minutes)	\$55.00	\$65.00		
90806	Individual psychotherapy (up to 60 minutes)			\$55.00	\$55.00
90807	Individual psychotherapy with medical eval and management services (up to 60 minutes)	\$55.00	\$65.00		
90847	Family Therapy/Collateral (up to 90 minutes)			\$55.00	\$55.00
90853	Group Therapy (other than of a multiple-family group (up to 90 minutes)			\$20.00	\$20.00
90862	Medication check/ Evaluation (up to 30 minutes)	\$55.00	\$65.00		
96101	Psychological Testing per 60 minutes			\$55.00	
H2015	Comprehensive Community Support Service (up to 15 minutes, Max 4 units per day)	\$13.75	\$16.25	\$13.75	\$13.75

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

0365

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)

BY: [Signature] (Signature) 1/8/07 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Health Services Agency - Mental Health (Department/Agency)
and Excelsior Youth Center, Inc., 15001 East Oxford Ave., Aurora, CO 80014 (Name/Address)

2. The agreement will provide residential mental health services designed to treat Santa Cruz County youth placed at this facility and who are displaying emotional and behavioral symptoms

3. Period of the agreement is from May 19, 2006 to June 30, 2006

4. Anticipated Cost Is \$ 3,940.09 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Auditor: Please encumber \$3,940.09 for FY 05-06

5. Detail: On Continuing Agreements List for FY _____ Page CC- _____ Contract, No: _____ OR 1st Time Agreement

Section II No Board letter required, will be listed under Item 8

Section III Board letter required

Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 363112 (Index) 4380 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered. Contract No: C053533

are not will be encumbered. By: [Signature] Date: 1/10/2007

Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Health Services Agency Director (Dep/Agency Head) to execute on behalf of the _____

Health Services Agency (Department/Agency)

Date: 1/10/07 By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
[Signature] ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 1/23 2007

By: [Signature]
Deputy Clerk

ADM - 29 (8101)
Title I, Section 300 Proc Man

AUDITOR-CONTROLLER USE ONLY

CO _____ \$ _____

Document No. JE Amount Lines H/TL Keyed By Date

TC110 _____ \$ _____

Auditor Description Amount Index Sub object User Code

40

COUNTY

The COUNTY OF SANTA CRUZ through the
HEALTH SERVICES AGENCY- Mental Health & Substance Abuse Services
1080 Emeline Avenue, P.O. Box 962, Santa Cruz, CA 95061-0962

0366

Hereinafter called COUNTY and:

CONTRACTOR

Name: Excelsior! Youth Center Inc.
Address: 15001 East Oxford Ave.
Aurora, CO 80014

Hereinafter called CONTRACTOR for: mental health services for Santa Cruz County youth.

EXHIBITS

WHEREAS CONTRACTOR possesses certain skills, experience, education and competency to perform the special services and, COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and

WHEREAS pursuant to the provisions of California Government Code, Section 31000 the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

NOW, THEREFORE, the parties here to do mutually agree as set forth in

CHECK BOX IF ATTACHED	EXHIBIT	TITLE
<input type="checkbox"/> la	A	Scope of Services
<input checked="" type="checkbox"/>	B	Budget, Fiscal and Payment Provisions
<input type="checkbox"/> la	C	Standard County / Agency Provisions
<input type="checkbox"/>	D	Standard (Division) Provisions
<input type="checkbox"/>	E	Mental Health Medi-Cal, Medicare Requirements
<input checked="" type="checkbox"/>	H3	Business Services Addendum
<input checked="" type="checkbox"/>	X	Revisions

Said exhibits attached hereto are incorporated into this Agreement by this reference.

SIGNATURES

IN WITNESS THEREOF, COUNTY AND CONTRACTOR have executed this Agreement to be effective:
May 19,2006 through June 30,2006

CONTRACTOR

COUNTY

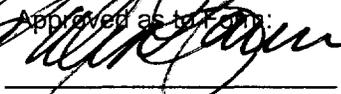
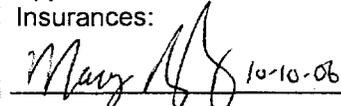



HEALTH SERVICES AGENCY

Excelsior! Youth Center Inc.

HEALTH SERVICES AGENCY

APPROVED AS TO:

Approved as to Form:

County Counsel
Approved as to Insurances:
 10-10-06
Risk Management Division

Suffix: 01
Index: 363112
Subobject: 4380
User Code:
Amount: 3940.09
Total Contract Amount: \$3940.09

DIST.

Clerk of the Board Health Services Agency
Auditor-Controller Contractor

COUNTY OF SANTA CRUZ

EXHIBIT A - Scope of Services

Excelsior Youth Center Inc.

Provider: Excelsior Youth Center Inc.
Program: **TBD**
Provider No I.: **TBD**
Program Address: 15001 East Oxford Ave., Aurora, CO 80014
Program Telephone: 303-693-1550

1. Primary Task:

CONTRACTOR provides room, board, 24-hour care, supervision, daily therapeutic treatment and an individualized behavior plan. Residents participate in structured, supervised treatment and living programs.

2. Program Description:

Excelsior is a residential treatment center for emotionally and behaviorally disturbed girls between the ages of 11 – 20. Academic education is provided on the Cherry Creek campus by the full-curriculum Excelsior Junior/Senior high school, which is accredited by the Colorado Department of Education and the North Central Association of Colleges and Secondary Schools.

Residents live on the 33-acre campus. Living units include seven cottages, the Treatment and Learning center (an intensive treatment unit) and two Special Needs Cottages.

3. Description of Services:

Excelsior's continuum of treatment services is implemented through a comprehensive treatment approach, individualized to meet each resident's unique needs. Treatment modalities include: Individual Psychotherapy, Group Psychotherapy, Family Counseling, Peer Group Interaction and Recreational Therapy.

4. Description of Client Population:

CONTRACTOR'S staff serves a population of approximately 180 dually diagnosed adolescent girls between the ages of 11 – 20.

5. Staffing:

CONTRACTOR employs approximately 300 full and part time staff to include Masters and Bachelor degreed therapists and Group Care staff, Social Workers, Recreation Therapists, Psychiatrists, Consulting Psychologists, Principal, Certified Teachers, Educational Diagnosticians, Registered Nurses as well as administrative and support staff.

COUNTY OF SANTA CRUZ

EXHIBIT B - BUDGET, FISCAL AND PAYMENT PROVISIONS

I. FISCAL AND PAYMENT PROVISIONS:

- a. CONTRACTOR shall bill the COUNTY monthly in arrears based upon the budgeted rate for services.
- b. This is a negotiated rate Agreement providing for payment by patient day for COUNTY approved resident. For the fiscal contract year 2005-06, CONTRACTOR'S daily rate shall not exceed \$91.63 per day for Mental Health services.
- c. The COUNTY shall pay CONTRACTOR for services described under this Agreement for Mental Health Services. CONTRACTOR shall bill the COUNTY monthly based upon the negotiated rate for services. The COUNTY shall pay CONTRACTOR for services described under this Agreement for residential Mental Health Services provided to COUNTY approved resident.

Type of Service	Approximate Units of Service	Rate of Service	Total Amount for Service
FY05/06 - Mental Health Services for period May 19, 2006 to June 30, 2006	43 Days	\$91.63	\$3940.09
		Contract Total:	\$3940.09

2. Payment of Claims:

- a. COUNTY agrees to pay CONTRACTOR on receipt of a properly submitted monthly claim in a form agreeable by COUNTY, certifying the extent of performance under this Agreement. The claim shall set forth the amounts claimed by CONTRACTOR, together with an itemized basis for the amounts claimed and such other information pertinent to the claim as the COUNTY may require. Each claim shall be submitted to and approved by COUNTY'S Administrator prior to payment by COUNTY.
- b. It is further agreed that the monthly claim will be based on CONTRACTOR'S actual cost, or the contract budget and/or estimated units of service as presented in this Exhibit.
- c. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement' such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- d. COUNTY shall review and certify CONTRACTOR'S claim, which must be in conformity with this Agreement, and shall then submit such certified claim to the County Auditor. The Auditor shall pay the claim in the amount certified by COUNTY.

3. Full Compensation:

Pending any cost report adjustment, each claim so approved and paid shall constitute full and complete compensation to CONTRACTOR for the period covered by the claim. It is expressly understood and agreed that this Agreement constitutes the entire Agreement of the CONTRACTOR and COUNTY and in no event shall CONTRACTOR be entitled to any compensation, benefits, reimbursements, or ancillary services other than as herein expressly provided.

4. Annual Cost Report:

Submission of Year-End Cost Report: For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide to the COUNTY one original and one copy of an annual cost report within sixty (60) days following the close of each fiscal year. Such reports shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by the COUNTY.

Submission of cost Report Upon Early Termination: If this Agreement is terminated or canceled prior to June 30th of any year, CONTRACTOR shall prepare a cost report for the Agreement period which ends on the termination or cancellation date, and shall submit two copies of that report to COUNTY within sixty (60) days after the termination or cancellation date.

5. Partial Performance:

In the event less than all contract services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY'S Administrator.

COUNTY OF SANTA CRUZ

EXHIBIT C – STANDARD COUNTY / AGENCY PROVISIONS

1. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party,

2. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 2 and 3 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

3. **INSURANCE.** Unless waived in Exhibit X, Paragraph 1 of this Agreement, CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

A. TYPES OF INSURANCE AND MINIMUM LIMITS

1. Worker's Compensation in the minimum statutory required coverage amounts.

2. Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g.,

owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of \$1,000,000.

B. OTHER INSURANCE PROVISIONS

1. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonable affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.
2. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:
"The County of Santa Cruz, its officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."
3. All required insurance policies shall be endorsed to contain the following clause:
"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: County of Santa Cruz, Health Services Agency, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060."
4. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: *County of Santa Cruz, Purchasing/ Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.*

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:
1. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
 2. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
 3. The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 4B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors, which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

6. **NONASSIGNMENT.** CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

7. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

8. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject

to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

9. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
10. **LIVING WAGE.** This agreement is covered under Living Wage provisions if initialed by COUNTY in Exhibit X, Paragraph 2.

This agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if initialed by the COUNTY in Exhibit X. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

“CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision.”

- ii. **FINANCIAL REPORTING.** CONTRACTOR shall:
- A. Within sixty (60) days after each annual anniversary of the effective date of this Agreement, the CONTRACTOR shall provide the Contract Administrator with a Contract Closeout Report, in a form established by the County Auditor-Controller. The Contract Administrator shall review and approve the Report. The Contract Administrator shall transmit the approved Report to the County Auditor-Controller within thirty (30) days after receipt from the CONTRACTOR.
- B. Within 180 days of the end of each of the CONTRACTOR’S fiscal years occurring during the term of this Agreement, the CONTRACTOR shall provide the County Auditor-Controller and the Contract Administrator with Financial Statements relating to the entirety of the CONTRACTOR’S operations, which shall include all of the following: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses.

1. For the purposes of this paragraph, "CONTRACTOR'S fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.
2. The Contract Administrator and the County Auditor-Controller may agree to extend the deadline for the Financial Statements required by this paragraph.
3. For any fiscal year in which the cumulative total of annual revenue received by CONTRACTOR from all sources, both public and private, equals \$300,000 or more, the CONTRACTOR shall provide a Financial Statement audited by an independent certified public accountant (CPA) to the County Auditor- Controller and the Contract Administrator.
4. Where the CONTRACTOR is not required to provide audited Financial Statements, the CONTRACTOR shall provide the Financial Statements described above, along with a statement of certification signed by one of the CONTRACTOR'S directors or executive officers, stating who prepared the financial statements, and that the statements have been reviewed and approved by the CONTRACTOR'S board of directors.

C. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator and the County Auditor-Controller with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Agreement.

D. In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the County Auditor-Controller ascertain that such reporting is not essential, and both certify to its inapplicability by initialing in Exhibit X, Paragraph 3.

12. **DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal audit agency.

13. **POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to

further the election or defeat of any candidate for public office or measure before the electoric.

14. **LOBBYING.** None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(ib)(3).
15. **CONFORMANCE TO REGULATIONS.** CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
16. **CONFORMANCE TO LAW.** This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.
17. **RESPONSIBILITY FOR INVENTORY ITEMS.**
 - A. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY,
 - B. Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.
18. **NONDISCRIMINATION IN SERVICES.**
 - A. By signing this Contract, Contractor certifies under the laws of the State of California that Contractor and its Subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964

[42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); 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 thereunder (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.

B. For the purpose of this Contract, discrimination on the basis of race, color, creed, national origin, sex, age, or physical 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 must meet in order to be provided any service or benefit.

C. Contractor shall, on a cycle of at least every three years, assess, monitor, and document each Subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. Contractor shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.

Contractor shall include nondiscrimination and compliance provisions in all subcontracts. Contractor shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

D. 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 hereunder.

19. **CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

20. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by Federal, State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
21. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
22. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
23. **EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
24. **TRAVELING EXPENSES, FOOD AND LODGING.** CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and

shall be at rates not to exceed federal issued per diem rates. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.

25. **CONTRACTOR PERSONNEL STANDARDS.** The CONTRACTOR shall determine that all staff providing services under this Agreement shall be qualified to perform the job requirements under this Agreement.
26. **AMENDMENTS.** No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.
27. **NOTICE OF POSSIBLE TERMINATION FOR CAUSE.**
- A. In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.
- B. In the event of a termination pursuant to Paragraph 27A, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 27A reduced by the amount of damages sustained by COUNTY by reason of such breach.
28. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
29. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year- end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement. Including non-compliance with agreements from prior years.
30. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Overpayments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.
31. **SAFETY AND INFECTION CONTROL.** CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions,

litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

32. **CULTURAL COMPETENCY.** In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations.

EXHIBIT H₃- HIPAA
BUSINESS SERVICES ADDENDUM
Covered Entity to Covered Entity

This Business Services Addendum (~~this~~ "Addendum") is entered into by and between the COUNTY OF SANTA CRUZ, hereinafter referred to as "COUNTY" and CONTRACTOR in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, governing protected health information ("PHI), as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA").

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined in HIPAA legislation and agree to use and disclose protected health information as required by law.

COUNTY AND CONTRACTOR acknowledge *that* the exchange of protected health information between them is only for treatment, payment and health care operations.

COUNTY OF SANTA CRUZ
EXHIBIT X - REVISIONS

1. INSURANCE WAIVERS

The following insurance coverages are waived if initialed by COUNTY's representative and also approved by the COUNTY's Risk Manager:

- | | | |
|----|---|----------|
| | | Initials |
| a. | Worker's Compensation | [] |
| b. | Automobile Liability | [] |
| c. | Comprehensive or Commercial General Liability | [] |
| d. | Professional Liability | [] |

Approved by Risk Manager: _____ Date: _____

2. INSURANCE REDUCTIONS

The insurance coverage minimum amounts required in Exhibit C.3A., are hereby reduced to the amount indicated if initialed by the COUNTY's representative and also approved by the COUNTY's Risk Manager:

- | | | | |
|----|---|----------|----------------|
| | | Initials | Revised Amount |
| a. | Worker's Compensation | [] | |
| b. | Automobile Liability | [] | |
| c. | Comprehensive or Commercial General Liability | [] | |
| d. | Professional Liability | [] | |

Approved by Risk Manager: _____ Date: _____

3. LIVING WAGE

This Agreement is subject to the Living Wage provisions of the Santa Cruz County Code if initialed by COUNTY here: _____

4. FINANCIAL REPORTING

COUNTY waives Financial Reporting requirements of Exhibit C Paragraph 11 if initialed here by Auditor-Controller: _____ and Contract Administrator: _____

5. OTHER STANDARD LANGUAGE REVISIONS

The provisions set forth below shall supersede and take the place of the paragraph(s) they replace. All other provisions of this Agreement shall remain the same. Check and complete the appropriate box(es).

<input checked="" type="checkbox"/>	There are <u>no</u> revised paragraphs in this Agreement.
-------------------------------------	---

<input type="checkbox"/>	There <u>are</u> revised paragraphs in this Agreement (if so, please specify below) Paragraph " " of Exhibit " " is hereby revised to read as follows:
<input type="checkbox"/>	An Addition to said contract shall be as follows:

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0383

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)

BY: [Signature] (Signature) 1/8/07 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Health Services Agency - Mental Health (Department/Agency)
and Excelsior Youth Center, Inc., 15001 East Oxford Ave., Aurora, CO 80014 (Name/Address)

2. The agreement will provide residential mental health services designed to treat Santa Cruz County youth placed at this facility and who are displaying emotional and behavioral symptoms

3. Period of the agreement is from July 1, 2006 to August 15, 2006

4. Anticipated Cost is \$ 2710.34 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Auditor: Please encumber \$2,710.34 for FY 06-07

5. Detail: On Continuing Agreements List for FY - Page CC- - Contract, No: - OR 1st Time Agreement

Section II No Board letter required, will be listed under Item 8

Section III Board letter required

Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 363112 (Index) 4380 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered, Contract NO: CO63532

are not available and will be encumbered, By: [Signature] Date: 1/10/2007

Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Health Services Agency Director (Dept/Agency Head) to execute on behalf of the

Health Services Agency (Department/Agency)

Date: 1/10/07 By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
[Signature] ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 1/23/07

ADM - 29 (8101)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$					
Document No.	JE Amount	Lines	H/TL	Keyed By	Date	
TC110	\$					40
Auditor Description	Amount	Index	Sub object	User Code		

COUNTY

The COUNTY OF SANTA CRUZ through the HEALTH SERVICES AGENCY- Mental Health & Substance Abuse Services
1080 Emeline Avenue, P.O. Box 962, Santa Cruz, CA 95061-0962

0384

Hereinafter called COUNTY and:

CONTRACTOR

Name: Excelsior! Youth Center Inc.
Address: 15001 East Oxford Ave.
Aurora, CO 80014

Hereinafter called CONTRACTOR for: mental health services for Santa Cruz County youth.

WHEREAS CONTRACTOR possesses certain skills, experience, education and competency to perform the special services and, COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and

WHEREAS pursuant to the provisions of California Government Code, Section 31000 the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

NOW, THEREFORE, the parties here to do mutually agree as set forth in

EXHIBITS

CHECK BOX IF ATTACHED	EXHIBIT	TITLE
<input checked="" type="checkbox"/>	A	Scope of Services
<input type="checkbox"/>	B	Budget, Fiscal and Payment Provisions
<input type="checkbox"/>	C	Standard County / Agency Provisions
<input type="checkbox"/>	D	Standard (Division) Provisions
<input type="checkbox"/>	E	Mental Health Medi-Cal, Medicare Requirements
<input checked="" type="checkbox"/>	H3	Business Services Addendum
<input checked="" type="checkbox"/>	X	Revisions

Said exhibits attached hereto are incorporated into this Agreement by this reference.

SIGNATURES

IN WITNESS THEREOF, COUNTY AND CONTRACTOR have executed this Agreement to be effective:
July 1, 2006 through August 15, 2006

CONTRACTOR

COUNTY

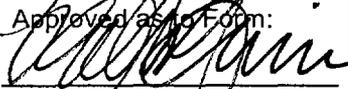
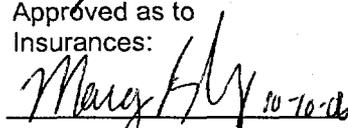




Excelsior! Youth Center Inc.

HEALTH SERVICES AGENCY

APPROVED AS TO:

Approved as to Form:

County Counsel
Approved as to Insurances:

Risk Management Division

Suffix: 01
Index: 363112
Subobject: 4380
User Code:
Amount: 2710.34
Total Contract Amount: \$2710.34

DIST.

Clerk of the Board Auditor-Controller Health Services Agency Contractor

COUNTY OF SANTA CRUZ

EXHIBIT A - Scope of Services

Excelsior Youth Center Inc.

Provider: Excelsior Youth Center Inc.
Program: **TBD**
Provider No 1.: **TBD**
Program Address: 15001 East Oxford Ave., Aurora, CO 80014
Program Telephone: 303-693-1550

1. Primary Task:

CONTRACTOR provides room, board, 24-hour care, supervision, daily therapeutic treatment and an individualized behavior plan. Residents participate in structured, supervised treatment and living programs.

2. Program Description:

Excelsior is a residential treatment center for emotionally and behaviorally disturbed girls between the ages of 11 – 20. Academic education is provided on the Cherry Creek campus by the full-curriculum Excelsior Junior/Senior high school, which is accredited by the Colorado Department of Education and the North Central Association of Colleges and Secondary Schools.

Residents live on the 33-acre campus. Living units include seven cottages, the Treatment and Learning center (an intensive treatment unit) and two Special Needs Cottages.

3. Description of Services:

Excelsior’s continuum of treatment services is implemented through a comprehensive treatment approach, individualized to meet each resident’s unique needs. Treatment modalities include: Individual Psychotherapy, Group Psychotherapy, Family Counseling, Peer Group Interaction and Recreational Therapy.

4. Description of Client Population:

CONTRACTOR’S staff serves a population of approximately 180 dually diagnosed adolescent girls between the ages of 11 – 20.

5. Staffing:

CONTRACTOR employs approximately 300 full and part time staff to include Masters and Bachelor degreed therapists and Group Care staff, Social Workers, Recreation Therapists, Psychiatrists, Consulting Psychologists, Principal, Certified Teachers, Educational Diagnosticians, Registered Nurses as well as administrative and support staff.

COUNTY OF SANTA CRUZ

EXHIBIT B - BUDGET, FISCAL AND PAYMENT PROVISIONS

1. FISCAL AND PAYMENT PROVISIONS:

- a. CONTRACTOR shall bill the COUNTY monthly in arrears based upon the budgeted rate for services.
- b. This is a negotiated rate Agreement providing for payment by patient day for COUNTY approved resident. For the fiscal contract year 2006-07, CONTRACTOR'S daily rate shall not exceed \$93.46 per day for Mental Health services.
- c. The COUNTY shall pay CONTRACTOR for services described under this Agreement for Mental Health Services. CONTRACTOR shall bill the COUNTY monthly based upon the negotiated rate for services. The COUNTY shall pay CONTRACTOR for services described under this Agreement for residential Mental Health Services provided to COUNTY approved resident.

Type of Service	Approximate Units of Service	Rate of Service	Total Amount for Service
FY06/07 - Mental Health Services for period July 1, 2006 to August 15, 2006 (not charged for 17 days client was hospitalized)	29 Days	\$93.46	\$2710.34
		Contract Total:	\$2710.34

Payment of Claims:

- a. COUNTY agrees to pay CONTRACTOR on receipt of a properly submitted monthly claim in a form agreeable by COUNTY, certifying the extent of performance under this Agreement. The claim shall set forth the amounts claimed by CONTRACTOR, together with an itemized basis for the amounts claimed and such other information pertinent to the claim as the COUNTY may require. Each claim shall be submitted to and approved by COUNTY'S Administrator prior to payment by COUNTY.
- b. It is further agreed that the monthly claim will be based on CONTRACTOR'S actual cost, or the contract budget and/or estimated units of service as presented in this Exhibit.
- c. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- d. COUNTY shall review and certify CONTRACTOR'S claim, which must be in conformity with this Agreement, and shall then submit such certified claim to the County Auditor. The Auditor shall pay the claim in the amount certified by COUNTY.

3. Full Compensation:

Pending any cost report adjustment, each claim so approved and paid shall constitute full and complete compensation to CONTRACTOR for the period covered by the claim. It is expressly understood and agreed that this Agreement constitutes the entire Agreement of the CONTRACTOR and COUNTY and in no event shall CONTRACTOR be entitled to any compensation, benefits, reimbursements, or ancillary services other than as herein expressly provided.

4. Annual Cost Report:

Submission of Year-End Cost Report: For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide to the COUNTY one original and one copy of an annual cost report within sixty (60) days following the close of each fiscal year. Such reports shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by the COUNTY.

Submission of cost Report Upon Early Termination: If this Agreement is terminated or canceled prior to June 30th of any year, CONTRACTOR shall prepare a cost report for the Agreement period which ends on the termination or cancellation date, and shall submit two copies of that report to COUNTY within sixty (60) days after the termination or cancellation date.

5. Partial Performance:

In the event less than all contract services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY'S Administrator.

COUNTY OF SANTA CRUZ**EXHIBIT C – STANDARD COUNTY / AGENCY PROVISIONS**

1. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
2. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 2 and 3 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
3. **INSURANCE.** Unless waived in Exhibit X, Paragraph 1 of this Agreement, CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

A. TYPES OF INSURANCE AND MINIMUM LIMITS

1. Worker's Compensation in the minimum statutory required coverage amounts.
2. Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g.,

owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of \$1,000,000.

B. OTHER INSURANCE PROVISIONS

1. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonable affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.
2. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:
"The County of Santa Cruz, its officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."
3. All required insurance policies shall be endorsed to contain the following clause:
"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: County of Santa Cruz, Health Services Agency, Purchasing/Claims, 1080 Emeline Avenue, Sanfa Cruz, CA 95060."
4. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: *County of Santa Cruz, Purchasing/ Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.*

4. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- A.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B.** If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
1. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider MinorityNVomenIDisabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for MinorityNVomenIDisabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
 2. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
 3. The CONTRACTOR shall cause the foregoing provisions of this Subparagraph **46.** To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors, which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

6. **NONASSIGNMENT.** CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

7. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

8. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject

to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

9. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
10. **LIVING WAGE.** This agreement is covered under Living Wage provisions if initialed by COUNTY in Exhibit X, Paragraph 2.

This agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if initialed by the COUNTY in Exhibit X. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

“CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision.”

11. **FINANCIAL REPORTING.** CONTRACTOR shall:
- A. Within sixty (60) days after each annual anniversary of the effective date of this Agreement, the CONTRACTOR shall provide the Contract Administrator with a Contract Closeout Report, in a form established by the County Auditor-Controller. The Contract Administrator shall review and approve the Report. The Contract Administrator shall transmit the approved Report to the County Auditor-Controller within thirty (30) days after receipt from the CONTRACTOR.
- B. Within 180 days of the end of each of the CONTRACTOR'S fiscal years occurring during the term of this Agreement, the CONTRACTOR shall provide the County Auditor-Controller and the Contract Administrator with Financial Statements relating to the entirety of the CONTRACTOR'S operations, which shall include all of the following: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses.

Exhibit C 2006-2007

1. For the purposes of this paragraph, "CONTRACTOR'S fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.
 2. The Contract Administrator and the County Auditor-Controller may agree to extend the deadline for the Financial Statements required by this paragraph.
 3. For any fiscal year in which the cumulative total of annual revenue received by CONTRACTOR from all sources, both public and private, equals \$300,000 or more, the CONTRACTOR shall provide a Financial Statement audited by an independent certified public accountant (CPA) to the County Auditor- Controller and the Contract Administrator.
 4. Where the CONTRACTOR is not required to provide audited Financial Statements, the CONTRACTOR shall provide the Financial Statements described above, along with a statement of certification signed by one of the CONTRACTOR'S directors or executive officers, stating who prepared the financial statements, and that the statements have been reviewed and approved by the CONTRACTOR'S board of directors.
- C.** The CONTRACTOR shall make a good faith effort to provide the Contract Administrator and the County Auditor-Controller with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Agreement.
- D.** In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the County Auditor-Controller ascertain that such reporting is not essential, and both certify to its inapplicability by initialing in Exhibit X, Paragraph 3.
- 12. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal audit agency.
- 13. POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to

further the election or defeat of any candidate for public office or measure before the elector.

14. **LOBBYING.** None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(b)(3).
15. **CONFORMANCE TO REGULATIONS.** CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
16. **CONFORMANCE TO LAW.** This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.
17. **RESPONSIBILITY FOR INVENTORY ITEMS.**
 - A. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.
 - B. Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost andlor damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.
18. **NONDISCRIMINATION IN SERVICES.**
 - A. By signing this Contract, Contractor certifies under the laws of the State of California that Contractor and its Subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964

[42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); 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 thereunder (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.

B. For the purpose of this Contract, discrimination on the basis of race, color, creed, national origin, sex, age, or physical 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 must meet in order to be provided any service or benefit.

C. Contractor shall, on a cycle of at least every three years, assess, monitor, and document each Subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. Contractor shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.

Contractor shall include nondiscrimination and compliance provisions in all subcontracts. Contractor shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

D. 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 hereunder.

19. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

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CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTORS duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

20. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by Federal, State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
21. REPORTS. CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
23. EVALUATION/RESEARCH. Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
24. TRAVELING EXPENSES, FOOD AND LODGING. CONTRACTORS claim for travel expense for food and lodging must be directly related to this program and

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shall be at rates not to exceed federal issued per diem rates. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.

25. **CONTRACTOR PERSONNEL STANDARDS.** The CONTRACTOR shall determine that all staff providing services under this Agreement shall be qualified to perform the job requirements under this Agreement.
26. **AMENDMENTS.** No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.
27. **NOTICE OF POSSIBLE TERMINATION FOR CAUSE.**
 - A. In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.
 - B. In the event of a termination pursuant to Paragraph 27A, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 27A reduced by the amount of damages sustained by COUNTY by reason of such breach.
28. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
29. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year- end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement. Including non-compliance with agreements from prior years.
30. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Overpayments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.
31. **SAFETY AND INFECTION CONTROL.** CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions,

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litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

- 32. CULTURAL COMPETENCY.** In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations.

EXHIBIT H₃- HIPAA
BUSINESS SERVICES ADDENDUM
Covered Entity to Covered Entity

This Business Services Addendum (this "Addendum") is entered into by and between the COUNTY OF SANTA CRUZ, hereinafter referred to as "COUNTY and CONTRACTOR in order to comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, governing protected health information ("PHI), as amended from time to time (statute and regulations hereinafter collectively referred to as "HIPAA").

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined in HIPAA legislation and agree to use and disclose protected health information as required by law.

COUNTY AND CONTRACTOR acknowledge that the exchange of protected health information between them is only for treatment, payment and health care operations,

COUNTY OF SANTA CRUZ
EXHIBIT X - REVISIONS

1. INSURANCE WAIVERS

The following insurance coverages are waived if initialed by COUNTY's representative and also approved by the COUNTY's Risk Manager:

- | | |
|--|----------|
| | Initials |
| a. Worker's Compensation | [] |
| b. Automobile Liability | [] |
| c. Comprehensive or Commercial General Liability | [] |
| d. Professional Liability | [] |

Approved by Risk Manager: _____ Date: _____

2. INSURANCE REDUCTIONS

The insurance coverage minimum amounts required in Exhibit C.3A., are hereby reduced to the amount indicated if initialed by the COUNTY's representative and also approved by the COUNTY's Risk Manager:

- | | | |
|--|----------|-----------------------|
| | Initials | Revised Amount |
| a. Worker's Compensation | [] | |
| b. Automobile Liability | [] | N/A |
| c. Comprehensive or Commercial General Liability | [] | |
| d. Professional Liability | [] | N/A |

Approved by Risk Manager: _____ Date: _____

3. LIVING WAGE

This Agreement is subject to the Living Wage provisions of the Santa Cruz County Code if initialed by COUNTY here: _____

4. FINANCIAL REPORTING

COUNTY waives Financial Reporting requirements of Exhibit C Paragraph 11 if initialed here by Auditor-Controller: _____ and Contract Administrator: _____

5. OTHER STANDARD LANGUAGE REVISIONS

The provisions set forth below shall supersede and take the place of the paragraph(s) they replace. All other provisions of this Agreement shall remain the same. Check and complete the appropriate box(es).

<input checked="" type="checkbox"/>	There are no revised paragraphs in this Agreement.
-------------------------------------	---

OR

<input type="checkbox"/>	There are revised paragraphs in this Agreement (if so, please specify below) Paragraph " " of Exhibit " " is hereby revised to read as follows:
<input type="checkbox"/>	An Addition to said contract shall be as follows: