



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061-0962
(408) 454-4066 FAX: (408) 454-4488
TDD: (408) 454-4123

July 22, 1998

AGENDA: August 4, 1998

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: Contract with Big Brothers/Big Sisters for Mentoring Services

Dear Board Members:

This letter is to request that your Board approve and authorize the Health Services Agency (HSA) Administrator to sign the attached \$34,000 contract with Big Brothers/Big Sisters for mentorship services for the 1998/99 fiscal year.

Background

On October 7, 1997 your Board authorized the HSA Alcohol and Drug Program to conduct a request for proposals (RFP) process to select a local non-profit provider to submit a proposal in response to a State Department of Alcohol and Drug Programs RFP for mentorship services. The HSA Alcohol and Drug Program conducted the local RFP process and selected Big Brothers/Big Sisters to submit a proposal to the State. The State subsequently informed HSA that the Big Brothers/Big Sisters proposal was selected for \$70,000 over two years, beginning July 1, 1998.

Proposed Services

The proposed \$34,000 contract will provide for the services described in the proposal approved by the State, and includes developing long-term, one-to-one matches between 20 volunteer mentors and 20 at-risk children between the ages of 7 and 14; recruiting, training and supervising 15 volunteers to provide weekly tutoring and group mentoring to 60 South County youth; and providing periodic group activities to at least 27 children on

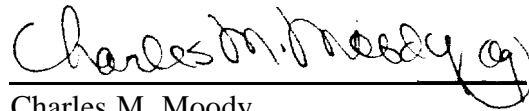
the agency's waiting list. At least 20 percent of the children served by the program will be Latino.

Funding for the program is included in the adopted 1998/99 HSA budget, and will not result in any increase in net County cost.

It is therefore RECOMMENDED that your Board:

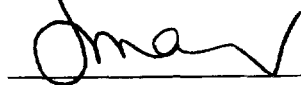
1. Authorize the Health Services Agency Administrator to sign the attached contract with Big Brothers/Big Sisters for \$34,000 to develop mentorship services.

Sincerely,



Charles M. Moody
Health Services Agency Administrator

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Officer
Auditor Controller
County Counsel
HSA Administration
Alcohol and Drug Program Administrator
Big Brothers/Big Sisters
Human Resources Agency

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

305

3: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: HEALTH SERVICES AGENCY (Dept.)
[Signature] (Signature) 7/21/98 (Date)

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

Said agreement is between the County of Santa Cruz Health Services Agency (Agency)

and Big Brothers Bip Sisters of Santa Cruz County, 1000 41st Ave., Santa Cruz, CA 95062 (Name & Address)

The agreement will provide Primary Prevention and Mentoring Services

The agreement is needed to provide the above mentioned services.

Period of the agreement is from July 1, 1998 to June 30, 1999

Anticipated cost is \$ 34,000 (~~Exceeds County Monthly Rate~~ Not to exceed)

Remarks:

Appropriations are budgeted in 364042 (Index#) 3975 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. Contract No. CO 81667 Date 7/21/98

Subject to 98-99 Final Budget

GARY A. KNUTSON, Auditor - Controller
By Linda J. Chou Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HEALTH SERVICES ADMINISTRATION to execute the same on behalf of the COUNTY

HEALTH SERVICES (Agency).

Remarks: [Signature] (Analyst)

County Administrative Officer
By [Signature] Date 7/23/98

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - OR
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

State of California)
County of Santa Cruz) ss
I _____ 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 Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

To Orig. Dept. if rejected.

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AGREEMENT between the COUNTY OF SANTA CRUZ

County Dept/Agency: HEALTH SERVICES AGENCY
Alcohol and Drug Program

I Contract # CO8
1

Hereinafter called COUNTY and:

BIG BROTHERS BIG SISTERS of SANTA CRUZ COUNTY
1000 41ST Avenuc, Suite 1
Santa Cruz, CA 95062 Telephone: 464 -8691

Hereinafter called CONTRACTOR for: Primary Prevention and Mentoring Services

WHEREAS COUNTY has need of prevention and mentoring services for FY 1998-99; and.

WHEREAS CONTRACTOR has skills and capacity to provide such services; and,

WHEREAS, pursuant to the provisions of California Government Code Section 26227, the Board of Supervisors of COUNTY is authorized to enter into a contract for such services,

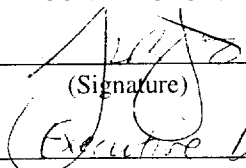
NOW, THEREFORE, the parties hereto do mutually agree as set forth in:

<u>EXHIBIT</u>	<u>TITLE</u>
A	Specific Contractor Information
B	HSA Standard Provisions
C	HSA Alcohol & Drug Program Provisions
D	Contractors Fiscal Provisions
E	Description of Services
F	Assurances

IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective: July 1, 1998 through June 30. 1999.

CONTRACTOR:

COUNTY:



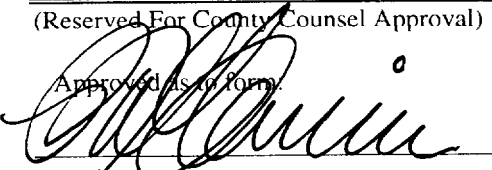
(Signature)
Executive Director

(Title)

(Signature)

(Title)

(Reserved For County Counsel Approval)



Approved as to form.

(Reserved for Clerk of Board)

I
I Index # 364040
I Subobject # 3975
I Contract #
I Amount \$ 34,000.00

I
I (DISTRIBUTION)
I County Administrative Officer
I County Counsel
I Auditor Controller
I Health Services Agency
I Contractor

EXHIBIT A - INDIVIDUAL CONTRACTOR INFORMATION

- A.1. **ADMINISTRATION:** County's Alcohol and Drug Program Administrator, hereinafter called County's Administrator, under the direction of the Health Services Agency Administrator 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.
- A.2. **TERM:** The term of this Agreement shall commence on July 1, 1998 and continue through and including June 30, 1999 during which time Contractor shall perform the services provided herein.
- A.3. **COMPENSATION FOR FEE-FOR-SERVICE CONTRACTS:** County agrees to pay Contractor a total sum not to exceed **Thirty Four Thousand and no/100 Dollars (\$34,000)** for services performed during the term of this in accord with the **negotiated rates set forth in Exhibit D**. In no event shall County obligation of State Drug and Alcohol Allocation base and required COUNTY funds exceed this amount.

In no event shall County be required to pay for the cost of services which are covered by funding received by Contractor from other governmental contracts or grants.

- A.4. **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 mail to the County's Administrator at: County of Santa Cruz, HEALTH SERVICES AGENCY, Division of Alcohol and Drug Programs, 1060 Emeline Avenue, Santa Cruz CA 95060, or to Contractor at: Big Brothers/Big Sisters, 1000 41st Avenue, Suite 1, Santa Cruz, CA. 95062.

COUNTY OF SANTA CRUZ

EXHIBIT B - STANDARD COUNTY/AGENCY PROVISIONS

B 1 INDEPENDENT CONTRACTOR. It is agreed that CONTRACTOR shall perform as an independent contractor under this Agreement. CONTRACTOR is, for all purposes arising out of this Agreement, an independent contractor, and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR and its employees shall in no event be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, any retirement benefits, worker's compensation benefits, and injury leave or leave benefits. The Board of Directors/Trustees of CONTRACTOR shall be vested with the responsibility for the administration of the program to be conducted under this Agreement.

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

B2. CONTRACTOR'S EMPLOYEES AND EQUIPMENT. CONTRACTOR agrees that it has secured or will secure at its own expense all persons, employees and equipment unless otherwise specified, that are required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under CONTRACTOR'S supervision, by persons authorized by law to perform such services. If any arrangement is made whereby employees of COUNTY are used by CONTRACTOR, they shall, while engaged in such work be considered for all purposes, as employees, servants, or agents of the CONTRACTOR and not of COUNTY, irrespective of party paying them.

B3. RESPONSIBILITY FOR INVENTORY ITEMS.

- a. Any 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 fifteen hundred dollars (\$1,500) is defined as an 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.

B4. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which 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 them 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 contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of 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 Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- B5. ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
- B6. INTEREST OF CONTRACTOR. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement.
- B7. SUBCONTRACTS. All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTOR'S relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. CONTRACTOR has legal responsibility for performance of all contract terms including those subcontracted.
- B8. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this contract shall be used for any political activities or to further the election or defeat of any candidate for public office. No CONTRACTOR shall utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
- B9. 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).
- B 10. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
- B 11. 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.
- B12. ADMISSION POLICIES. Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age (**over 18**), **physical or mental** disability, **medical condition (cancer related)**, **pregnancy**, **marital status**, national origin, **ancestry**, gender, sex, or sexual orientation and that no one will be refused services because of inability to pay for services.
- a. Nondiscrimination in Services, Benefits and Facilities. **There** shall be no discrimination in the provision of services because of race, color, religion, age (**over 18**), **physical or mental** disability, **medical condition (cancer related)**, **pregnancy**, **marital status**, national origin, **ancestry**, gender, sex, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following:

denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this contract; subjecting a person to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age (**over 18**), **ancestry, physical or mental** disability, national origin, gender, or sex, sexual orientation, **medical condition (cancer related), pregnancy, marital status, veteran status, or any other non-merit factor unrelated to job duties.**

B 13. EQUAL EMPLOYMENT OPPORTUNITY, During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- a. 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), **pregnancy**, marital status, gender, sex, sexual orientation, age (**over 18**), veteran status 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), **pregnancy**, marital status, gender, sex, sexual orientation, age (over **18**), veteran status, or any other non-merit factor unrelated to job duties. 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 Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.
 - (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the gender, race, disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
 - (3) In the event of the CONTRACTOR'S noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders this CONTRACTOR may be declared ineligible for further contracts with the COUNTY.
 - (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 13b 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.

B14. 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.

- B15. 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 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.
- B16. 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.
- B17. 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.
- B18. 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.
- B19. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows: "This program is funded under a contract with the County of Santa Cruz."
- B20. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.
- B21. TRAVELING EXPENSES, FOOD AND LODGING.
- a. 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 those applicable to regular COUNTY employees. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.
 - b. Private mileage reimbursement, if paid based upon miles driven, to CONTRACTOR'S employees when incurred in performance of duties under this Agreement shall be payable at a rate not to exceed COUNTY rates payable to COUNTY employees.
- B22. CONTRACTOR PERSONNEL STANDARDS. The CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY'S Administrator may review resumes of all CONTRACTOR'S

employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

B23. 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.

B24. CHANGES.

- a. COUNTY may from time to time request changes in the scope of the services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.
- b. COUNTY shall have the right to renegotiate the financial and/or programmatic terms of this Agreement in the event that there is a reduction in the approved budget.

B25. 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) calendar 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 **this** paragraph, 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 **this** paragraph reduced by the amount of damages sustained by COUNTY by reason of such breach.

B26. TERMINATION OF AGREEMENT WITHOUT CAUSE. This Agreement may be terminated without cause by COUNTY or the CONTRACTOR with thirty (30) days written notice.

B27. 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.

B28. EXTENSION OF TIME. COUNTY'S Administrator, may extend the time for completion of CONTRACTOR'S performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.

B29. 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 last. 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, federal auditors or the designee of either for a period of five (5) years after final payment under this Agreement.

B30. 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.



B31. 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 exception by the COUNTY, State or Federal audit agency.

B32. 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.

B33. INSURANCE.

- a. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with 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.
- b. If CONTRACTOR utilizes 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.

(1) Types of Insurance and Minimum Limits

- (a) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.
- (b) 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.
- (c) 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.
- (d) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.
- (e) Contractor agrees to carry and maintain during the entire term of this Agreement fire and extended coverage including theft insurance to adequately cover value of County's inventoriable items in the possession of Contractor. Insurance policy must name County as the loss payee.

(2) Other Insurance Provisions

- (a) 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 being both available and reasonably 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 to be reasonable.

- (b) 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 an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz”.

- (c) 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: Claims Desk, Health Services Administration. P.O. Box 962, Santa Cruz, CA 95061.

- (d) 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 coverage. All Certificates of Insurance shall be delivered or sent to: Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061.

B34. SAFETY AND INFECTION CONTROL

- a. 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.
- b. CONTRACTOR must upon request furnish documentation satisfactory to COUNTY’S Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.
- c. CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTOR’S Safety and Infection Control Policy.

EXHIBIT C - SPECIFIC ALCOHOL & DRUG PROGRAM PROVISIONS

FISCAL PROVISIONS

- c.1. **FULL COMPENSATION:** It is expressly understood and agreed that this Agreement constitutes the entire agreement of 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.
- c.2. **PARTIAL PERFORMANCE:** In the event that less than all 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.
- c.3. **FINAL BUDGET/CONTRACT REVISION:** Contractor has the option to revise contract and/or contract budget with approval of County Administrator. Final revisions shall be submitted to County's Administrator no later than sixty (60) days prior to the last day of this Agreement.
- c.4. **BUDGET:** Contractor agrees to provide County with a budget for services to be performed under this agreement as a basis for establishing the fee-for-service rate or cost reimbursement amount in Exhibit D, which shall be incorporated by reference in this agreement.
- c.5. **COST ALLOCATION:** Contract agrees to allocate administrative, personnel, facility, and other operating costs under this Agreement according to a cost allocation system which has been approved by County's Administrator. Contractor agrees to apply approved cost allocation system to all program components and to permit County to examine all books and accounting records, including, invoices, materials, payroll, or other data for the purpose of monitoring the cost allocation system.
- c.6. **REOPENING OF AGREEMENT:** Contractor may submit a written request to County's Administrator to obtain approval of County to reopen Agreement. If County agrees to reopen Agreement, Contractor may be reimbursed for services provided after the date of County approval to amend the Agreement. In no event shall Contractor be reimbursed for services not covered under this Agreement until a written amendment to this Agreement is approved by County. If Contractor provides services not covered by this Agreement after County has agreed to reopen, it does so at its own risk and will not be compensated for costs related to those *services* in the event that a final written amendment to this Agreement is not approved by the Board of Supervisors.
- c.7. **PAYMENT BY CLAIM:** County agrees to pay Contractor on receipt of a properly submitted claim on forms provided by County. Each claim shall be approved by County prior to payment. County may withhold payment of any claim until contract reports are received and approved by County.
- c.8. **METHOD OF PAYMENT: FEE FOR SERVICE CONTRACTS:** County shall compensate Contractor on a **fee-for-service basis** for performing the services listed in Exhibit E. Contractor shall report to County in arrears all **units of service** provided. All reports shall clearly reflect all required information regarding the services for which claim is made. Each report shall reflect any, and all, payments made to Contractor by, or on behalf of, clients. County shall make payment to Contractor in accordance with the rates set forth in Exhibit D.
- c.9. **ADVANCE:** Contractor shall be provided the option of electing to receive from County an advance payment. Contractor assures that a cash advance is needed each month in order to provide the contracted services. The amount of the advance payment shall be equal to 1/12th of the County's maximum compensation as shown in Exhibit D of this agreement. Contractors with Drug Medi-Cal income **may** receive 1/12th of 85% of the Federal Drug Medi-Cal portion of the contract as shown in Exhibit D of this Agreement. Payment may be less than the above 1/12th amounts if there is a cash carry-over from the prior month which indicates that the contractor does not need the full advance amount to support the program's cash flow during the month. Contractor may be allowed a carryover amount from month to month, not to exceed the 1/12th monthly allocation, upon County Administrator's approval. Any unused funds

exceeding the carry-over base shall be offset against the next months advance. No single monthly payment shall exceed 1/12th of the Maximum Allocation unless there have been payments of less than 1/12th of such amount for any prior month of the agreement term. To the extent that there have been such lesser payments, the resultant savings may be used to pay monthly billings which exceed 1/12th of the Maximum Allocation. Justification to County's Administrator shall be required for advance in excess of these amounts prior to approval of claim for such excess. The cash advance will not be used to provide working capital for non-County programs, and when possible the advance will be deposited in an interest bearing account, and the interest used to reduce program costs. Advance claims will include contract performance data as prescribed by the County. Contractors with Drug Medical funding or cost reimbursement contracts shall file monthly expenditure reports with each advance request. The expenditure reports must be identical in format as the contract budget or in a format approved by the County's Administrator.

- C.10. ACCOUNTS RECEIVABLE: In the event that Contractor or County terminates this Agreement, County shall retain its interest in the accounts receivable which were a result of Contractor conducting business under this Agreement for County. The accounts receivable shall either be assigned to County or shall be used to offset any amounts that may be due to Contractor resulting from such termination.
- C. 11. ANNUAL COST REPORT: For each fiscal year, or portion thereof, that this Agreement is in effect. Contractor shall provide County an annual cost report within sixty (60) days following the close of such fiscal year. Such cost report shall be prepared in accordance with the cost reporting requirements of the State Department of Alcohol and Drug Programs and in accordance with any other written guidelines which may be provided by County. If this Agreement is terminated or canceled prior to the close of the fiscal year, the annual cost report shall be for that Agreement period which ends on the termination or cancellation date and copies of such report shall be submitted within sixty (60) days after such termination or cancellation.
- C. 12. ANNUAL AUDIT: Contractors **expending** \$300,000 or more of Federal funds (**excluding Drug Medical**) in a **single year** must comply with Office of Management and Budget (OMB) Circular A- 133, Audits of Institutions of Higher Education and other Non-Profit Institutions, **which requires a single or program-specific audit be conducted annually. A copy of the A-133 audit shall be submitted to the County no later than eight months following the end of the fiscal year being audited.** Recipients of less than \$300,000 a year in Federal funds are exempt from A- 133 audit requirements. Only costs of audits performed under Circular A-1 33 can be charged to the Federal award.

Contractors **expending** less than \$300,000 of **Federal funds (excluding Drug Medical)** may be required by the County to have an audit, and will be notified in writing by the County Alcohol and Drug Program of any audit requirement and the due date. The scope of the audit and auditor's opinion shall include tracing a sample of units of service or costs charged to the contract to source documents. Any exceptions on units of service or costs shall be reported as adjustments in the audit report. Contractors having independent audits shall submit a copy of all audit reports, comments on findings and recommendations, and corrective action plans to the County Alcohol and Drug Program Administrator within 15 days of receipt of the audit report. County may withhold payment of claims until such reports are received.

Contractor agrees to pay County the full amount of any liability found to be due County due to audit exceptions of Contractor. County agrees to pay Contractor any additional amounts found to be owed by County to Contractor as a result of the audit report findings, not to exceed the maximum financial obligation of County under this agreement.

- C. 13. RECORDS, AUDIT, AND INSPECTION THEREOF: Contractor agrees to maintain accurate books and accounting records kept in accordance with generally accepted accounting principles and use acceptable fund accounting methods relative to all its activities under this Agreement. Contractor will permit County to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls or personnel and other data relating to all matters covered by this Agreement. County shall normally provide ten (10) days notice to Contractor prior to examination of Contractor's records but reserves the right to inspect records upon demand. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this paragraph.

MISCELLANEOUS PROVISIONS:

- C. 14. ATTENDANCE AND REPORTS AT ALCOHOL AND DRUG ABUSE COMMISSION MEETINGS: Contractor's Executive Director, or his/her designee, shall attend all duly called meetings of the Santa Cruz County Alcohol and Drug Abuse Commission (ADAC) as requested by County's Administrator. Reports to ADAC shall be given as scheduled or a portion of any claim may be withheld.
- C. 15. CONFORMANCE TO REGULATIONS: Contractor shall perform this Agreement in conformance with all applicable Federal, State, and local rules and regulations including, but not limited to; California Government Code of Regulations - Title IX, California Health and Safety Code - Division 10.5, Drug Program policies as identified in the Drug Program Fiscal Systems Manual (March 1985). ADP's "County Monitoring Manual for Treatment Providers (July 1982)" and applicable facility and professional licensure and/or certification laws. Failure to operate in conformance with licensing/certification requirements may result in termination of Agreement.
- C.16. INSURANCE: In addition to insurance provisions in Exhibit B, contractor shall also forward proof of coverage of all policies before their expiration date to County Administrator (Alcohol and Drug Program Administrator, P.O. Box 962, Santa Cruz, Ca. 95061).
- C.17. PERSONNEL POLICIES: In addition to personnel standards in Exhibit B, Contractor shall have written personnel policies and shall make its personnel policies accessible to employees and to County.
- C.18. REAL PROPERTY DISCLOSURES: If Contractor is renting, leasing or subleasing any real property where persons are to receive services hereunder, Contractor shall prepare and submit to County's Administrator, upon request, an affidavit sworn to and executed by Contractor's duly constituted officers containing a detailed description of all existing and pending rental agreements, leases and subleases. The description shall include: the term (duration) of such rental agreement, the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, and the full names and address of all parties who stand in position of lessor or sublessor. If the lessor or sublessor is a private corporation, affidavit shall disclose a listing of all general and limited partners thereof. True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be made available to County upon request.

EXHIBIT D -CONTRACTOR FISCAL PROVISIONS

D. 1. MAXIMIJM ALLOCATION: Contractor agrees that County’s Maximum Allocation under the terms of this Agreement for **each mode of service** shall be as follows. The County reserves the right to change the source of funds based on County and State requirements. Funds may be shifted between service modalities upon approval of the County Administrator.

BY FUNDING SOURCE

TOTAL		Safe and Drug Free Schools #84.186	State	County
\$34,000	Prevention/Mentoring Services	\$34,000	-0-	-0-

D.2. FEE FOR SERVICE RATES: County agrees to compensate Contractor at **fee-for-service rates as follows**. Contractors may request a change in the below rates, by a written request to the County Administrator. County Administrator may approve rate changes of 10% or less. Rate changes above 10% will require a contract amendment.

	RATE	UNIT
#A	\$29.62	Staff Hour

D.3. DEFINITIONS: Definition of the above unit of service shall be as follows:

#A. STAFF HOUR: A staff hour is defined as those hours that a direct service staff person **is** on the job and available to provide services. A direct service staff person is defined as a staff person who spends time providing services directly to program clients. Administrative, clerical and other support services may not be billed as staff hours. Staff time used for vacations, holidays, sick leave and other leave may not be billed to County. Volunteer and unpaid intern time may not be billed to County.

EXHIBIT E
DESCRIPTION OF SERVICES

Contractor: Big Brothers/Big Sisters

Component: At Risk Youth Prevention/Mentoring

Provider #:

Modality: Primary Prevention

Primary Target Groups Treated: Low income youth between the ages of 7 and 14 at risk of dropping out of school as a result of alcohol / drug use and criminal activity.

Budget and Unit of Service (UOS) Data

	96-97 Past Year Actual	97-98 Current Year Estimated	98-99 New Budget Year Estimated
Gross Program Cost	\$ 0	\$ 0	\$41,245
County Funding	\$ 0	\$ 0	\$34,000
Number of clients funded by County	0	0	107

Big Brothers Big Sisters of Santa Cruz County will provide options and opportunities to at-risk children in Santa Cruz County through expansion and enhancement of its core One-to-One mentoring program as well as its bilingual after-school Tutoring and Mentoring program. Both programs target youth living in-low households. Youth in the One -to-One program are from single-parent families who are at significantly higher risk of alcohol/drug use, depression, teen pregnancy, homelessness and criminal activity. Due to language barriers, youth in the Tutoring and Mentoring Program are at higher risk of dropping out of school. California Mentoring Initiative funds will support a full-time casework position to increase the number of mentors and mentees in these programs.

Program Goals and Objectives

GOAL I: To reduce the likelihood of alcohol and drug use through building skills of youth, parents, teachers, families, and concerned persons with activities such as training parents in parenting skills and how to talk to their children about alcohol and drugs; training teachers and school administrators in implementation of alcohol and drug prevention classroom curriculum; mentoring of youth; teaching youth communication, conflict resolution and drug refusal skills; and training youth and community members on leadership skills.

- OBJECTIVE A: Better serve at-risk youth in Santa Cruz County through the expansion of the agency' one-to-one mentoring services, which are designed to help keep children in school, away from alcohol or other drugs, and out of the juvenile justice system.
- OBJECTIVE B: By June 30, 1999 recruit a minimum of 20 volunteers (20% of whom will be bilingual/bicultural). **(68 hours)**
- OBJECTIVE C: By June 30, 1999 screen a minimum of 20 volunteers. **(260 hours)**
- OBJECTIVE D: By June 30, 1999 volunteers will trained by caseworker staff to be matched in long-term one-to-one relationships with 20 at-risk children. **(30 hours)**
- OBJECTIVE E: By June 30, 1999 conduct outcome evaluation to measure the prevention of at-risk behaviors (substance abuse, school drop-out, delinquency and early parenting) with the 20 children and youth involved in one-to-one mentoring relationships. **(30 hours)**
- OBJECTIVE F: By June 30, 1999 recruit, screen, and train a minimum of 15 members of the community to provide weekly tutoring and mentoring services to 60 South Santa Cruz County

youth (of whom a minimum of 90% will be Latino) at the local middle school. **(82 hours)** .

OBJECTIVE G : By June 30, 1999, conduct outcome evaluation to measure increases in the school performance of the 60 South Santa Cruz County youth who participate in the Big Brothers Big Sisters Tutoring Program. **(48 hours)**

OBJECTIVE H: Provide consistent supervision and support to mentors and mentees involved in agency-generated mentoring relationships through supervision of the provision of 4,650 mentoring hours to 107 mentees by June 30, 1999, who are involved in either one-to-one mentoring, after-school tutoring and mentoring, or group activities for waiting children. **(600 hours)**

OBJECTIVE I: Provide children on the agency's waiting list with regular group mentoring activities through a minimum of 5 educational or cultural group mentoring activities to 27 children on the agency's waiting list by June 30, 1999. **(30 hours)**

GOAL II: To promote staff development and competency by providing training to staff.

OBJECTIVE A: To develop a Staff Training Plan and submit the Plan with the First Quarter Report. The Staff Training Plan must include the title **and topic** of the training, the trainer's name, the date of the training and the cost. In addition to alcohol and drug treatment and prevention training topics, the Training Plan must include the following:

- Safety and Infectious Disease policy issues;
- HIV/AIDS prevention., treatment, confidentiality, and referrals;
- ADA requirements and agency plan;
- **Programmatic issues related to the diverse aspects of the population (e.g., culture, acculturation and assimilation, cultural competency and Latino accessibility, dual diagnosis, and other population characteristics)** .

OBJECTIVE B: **Document trainings attended by staff in individual employee training logs and maintain in employees' personnel files.**

OBJECTIVE C: **Report actual trainings attended by staff in each Quarterly Report, including the following:**

- **The title and-topic of the training;**
- **The date of the training;**
- **The length of the training;**
- **The total number of attendees at the training;**
- **The name and title of each staff attending the training.**

GOAL III: To ensure accessibility to individuals with disabilities into county funded programs and to meet the Americans With Disabilities Act (ADA) requirements, and County and ADP reporting and action requirements.

OBJECTIVE A: To conduct an annual review of the agency's ADA Accessibility Policy, and report on any revisions to the policy in the First Quarter Report. Include in report the name of the agency staff person who is responsible for ADA compliance.

OBJECTIVE B : Report significant changes or accomplishments in each Quarterly Report, including ADA trainings attended.

OBJECTIVE C: Any complaints related to ADA compliance must be reported verbally to DADPA within 24 hours and in writing within three days.

GOAL IV: **To maintain a high level of Latino accessibility to services and to take needed actions to improve agency**

cultural competency and service accessibility for non-English speaking clients.

OBJECTIVE A: To conduct an annual review of the agency's Latino Accessibility Policy and agency's cultural competency/accessibility objectives and submit an updated assessment, Action Plan, and report **with the First Quarter Report, due October 30, 1998**. Report must include a list of current staff members, their ethnicity and Spanish language fluency. Governing board approval of the current policy and objectives must be noted in the report.

OBJECTIVE B: In each quarterly report, report on all Action Plan steps including training, hiring and/or termination/resignation of staff or Board members that was scheduled to be completed by the end of the quarter.

GOAL V: To comply with all contract provisions and DADPA claim requirements in order to fulfill the terms and conditions of the contract.

OBJECTIVE A: To submit agency Client Fee Schedules with the First Quarter Report based on standards sent out by DADPA (Treatment providers only).

OBJECTIVE B: For programs submitting monthly or quarterly advance claims, to submit the green claim forms and required supportive documentation by the 15th of the prior month. For programs submitting quarterly claims, to submit green claim forms and required supportive documentation by 30 days after the end of the quarter.

OBJECTIVE C: To provide proof of insurance renewal on ACORD form #25 prior to expiration or before submission of next claim.

OBJECTIVE D: **To submit required quarterly Progress Reports, narrative reports, and year-to-date unit of service goals versus actual utilization reports 30 days after the end of the quarter for the first, second and third quarters. Reports must address all contract goals and objectives from Exhibit E, and will describe progress or problems in achieving objectives.**

OBJECTIVE E: **To submit contract changes/amendments and/or contract budget revisions for approval to DADPA Administrator by March 15, 1999.**

OBJECTIVE F: To submit a final narrative and evaluation report and cost report with supporting financial statements by **August 30, 1999**.

OBJECTIVE G : To submit an inventory of equipment and furnishings with the Final Report in accordance with the HSA - Alcohol and Drug Inventory Policy, as applicable.

OBJECTIVE H: To submit an annual audit report no later than **March 31, 1999**, for fiscal year 1997-98 or within 1.5 days of completion **for contractors who exceed the \$300,000 Federal funds expenditure threshold as required by Federal Circular A-133**. (This does not apply to School Prevention contracts.)

OBJECTIVE I: To report any serious safety problems, infectious disease outbreaks, OSHA citations and proposed solutions, HIV testing or accessibility issues and solutions implemented, and any revisions to Safety/ Infectious Disease and HIV policies in each quarterly report.

GOAL VI: To evaluate program effectiveness

OBJECTIVE A: To evaluate in the annual report the effectiveness of the services provided including any outcome study results controlled by the agency

STAFFING # OF EMPLOYEES BY DISCIPLINE (F.T.E.)

Caseworker	<u>1.0</u>
	1.00 Total

EXHIBIT F- 1

ASSURANCE OF NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES
RECEIVING STATE FINANCIAL ASSISTANCE

Big Brothers Big Sisters (hereinafter called the "Recipient") agrees that it will comply with Article 9.5 (commencing with Section 1135) of the Government Code and the regulations adopted or actions taken by the State Department of Alcohol and Drug Programs to implement such Article to the end that no person in the State of California shall, on the basis of ethnic group identification, religion, age (over **18**), sex, color, or physical or mental disability, **medical condition (cancer related), pregnancy, marital status, gender, national origin, ancestry, or sexual orientation** be unlawfully denied the benefits of, or be unlawfully subjected to discrimination under any program receiving State financial assistance.

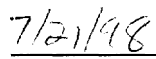
Recipient shall ensure that each of its employees are aware of the rights of ultimate beneficiaries and the responsibilities of recipients under Article 9.5, and make available to ultimate beneficiaries and other interested persons information regarding the provisions of Article 9.5 and implementing regulations and their applicability to the program or activity for which the Recipient receives State financial assistance. Further, the Recipient certifies that it has a process in place by which complaints pursuant to Article 9.5 are resolved informally and quickly at the lowest possible level.

Recipient shall permit access by representative of the State Department of Alcohol and Drug Programs at any time during normal business hours to such of its books, records, accounts, other sources of information and its facilities as may be pertinent to ascertain compliance with Article 9.5. Recipient recognizes and agrees that State financial assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the State of California shall have the right to seek administrative and judicial enforcement of this assurance. This assurance is binding on the Recipient, its successor transferees, and assignees. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

Big Brothers Big Sisters of Santa Cruz County
1000 41st Avenue, Suite 1
Santa Cruz, CA 95062



(Authorized Official)



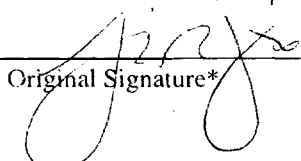
(Date)

EXHIBIT F-2ASSURANCES REGARDING THE NO UNLAWFUL
USE OF DRUGS OR ALCOHOL

Consistent with the requirements of California Health and Safety Code, Division 10.5, Sections 11999 through 11999.3 (SB 1377), Statutes of 1989, Chapter 1429, and on behalf of Big Brothers Big Sisters of Santa Cruz County (official program name) the undersigned person does hereby assure that:

1. He or she understands the requirements of Section 11999.2 which states:
 - (a) Notwithstanding any other provision of law, commencing July 1, 1990, no state funds shall be encumbered by a state agency for allocation to any entity, whether public or private, for a drug- or alcohol-related program, unless the drug- or alcohol-related program contains a component that clearly explains in written materials that there shall be no unlawful use of drugs or alcohol. No aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful of drugs or alcohol.
 - b) All aspects of a drug- or alcohol-related program shall be consistent with the "no unlawful use" message, including, but not limited to, program standards, curricula, materials, and teachings. These materials and programs may include information regarding the health hazards of use of illegal drugs and alcohol, concepts promoting the well-being of the whole person, risk reduction, the addictive personality, development of positive concepts consistent with the "no unlawful USC" of drugs and alcohol message.
 - (c) The "no unlawful use" of drugs and alcohol message contained in drug- or alcohol-related programs shall apply to the use of drugs and alcohol prohibited by law.
 - (d) This section does not apply to any programs funded by the state that provides education and prevention outreach to intravenous drug users with AIDS or AIDS-related conditions, or persons at risk of HIV-infection through intravenous drug USC.
2. He or she has reviewed those aspects of the program to which Section 11999.2 applies, and
3. Those aspects of the program to which Section 11999.2 applies meet the requirements of Section 11999.2.

Printed Name* SIRI M. VAETH


Original Signature*

Executive Director
Title

7/12/98
Date

* NOTE: This form must be signed by the person responsible for operating a drug- or alcohol-related program.

ADP 7290 (4/92)

BUDGET SUMMARY

325

Big Brothers Big Sisters Of
 CONTRACTOR Santa Cruz Co. SUBMISSION DATE 7/15/98 PRELIMINARY FINAL AMENDED
 PROGRAM COMPONENT NA cl
 MODALITY OF SERVICE Primary Prevention TYPE OF SERVICE: CONTINUING NEW EXPANDED

PERIOD		Through			
Begin 7/1/98		6/30/99			
BUDGET TOTAL AMOUNT	Other Funds	County HSA Funds	FY 97/98 Total Contract Budget	TOTAL Actual Expenses FY 96/97	
1. PERSONNEL SERVICES	29,075	0	29,075	0	
2. TRANSPORTATION	600	0	600	0	
3. EQUIPMENT, MATERIALS, SUPPLIES	5,700	2,975	2,725	0	
4. OPERATING EXPENSES	5,150	3,650	1,500	0	
5. SPECIAL EXPENSE	720	620	100	0	
SUBTOTAL DIRECT COSTS	41,245	7,245	34,000	0	
6. ADMINISTRATIVE COSTS	0	0	0	0	
Total	41,245	7,245	34,000	0	

* SOURCE OF OTHER FUNDS	AMOUNT	CURRENT FY 97/98 TOTAL CONTRACT BUDGET	ACTUAL FY 96/97
Client Fees			
Grants (List)			
Fundraising	7,245	0	0
Gifts			
Other (Describe)			
Total	7,245	0	0

MediCal Providers Only	
Modality	50% Federal MediCal Share
Total	

COUNTY OF SANTA CRUZ
 Health Services Agency

DADPA SA-I I

S. Recontract 98 section/Budget forms - revised (4/29/98)

LINE ITEM BUDGET

Contractor Big Brothers Big Sisters S. Cruz		Component N			Modality Primary Prevention			
Detailed Budget For This Period	Monthly Salary Range in F.T.E. (1)	% (time FTE) (2)	Budget			Cost alloc code (6)	FY 97/98 Total Contract Budget (7)	ACTUAL EXPENSES LAST FY: 96/97 (8)
			Total Amount (3)	Other (4)	County HSA (5)			
Personnel Services (List by Position Title) Counselor	2,000-2,500	.0	5,000	0	5,000	A	0	0
Benefits			4,075	0	4,075	B	0	0
Fringe Benefit Rate (16%)	Subtotal		9,075	0	9,075		0	0
2. Transportation								
Mileage			300	0	300	B	0	0
Training Travel			300	0	300	B	0	0
	Subtotal		600	0	600		0	0
3. Equipment, Materials, Supplies								
Supplies			2,400	1,400	1,000	B	0	0
Recruitment			2,500	1,575	925	B	0	0
Fingerprinting/DMV			300	C	300	B	0	0
Postage			500	C	500	B	0	0
	Subtotal		5,700	2,975	2,725		0	0

NTY OF SANTA CRUZ
h Services Agency,
PA

SA12-A

S Recontract 98 section/Budget forms - revised (4/29/98)

LINE ITEM BUDGET (Continued)

Contractor Big Brothers Big Sisters of Santa Cruz Co.	Component Santa Cruz Co. NA			Modality Primary Prevention		
	BUDGET SOURCE OF FUNDS			Cost alloc code (6)	FY 97/98 Total Contract Budget (7)	ACTUAL EXPENSES LAST FY: 96/97 (8)
DETAILED BUDGET FOR THIS PERIOD (Continued)	Total Amount (3)	Other Funds (4)	County HSA (5)			
4. OPERATING EXPENSES						
Occupancy: rent, water, utilities, garbage, telephone	4,200	2,700	1,500.	c	0	0
Insurance	950	950	0	C	0	0
SUBTOTAL	5,150	3,650	1,500			
5. SPECIAL EXPENSE						
Training	500	400	100	B	0	0
Payroll Service	220	220	0	B	0	0
SUBTOTAL	720	620	100		0	0
ADMINISTRATIVE (List only if this is budgeted as indirect rate)						
Administrative Cost Rate	0					
SUBTOTAL	0	0	0		0	0

SANTA CRUZ COUNTY
Health Services Agency
DADPA SA-12-B

s: Recontract 98 section/Budget forms - revised (4/29/98)

NNA NEGOTIATED RATE REQUEST

Contractor Big Brothers Big Sisters of Santa Cruz County	
Component NA	Modality Primary Prevention
DESCRIPTION OF UNIT OF SERVICES (Used definition of staff hour, residential day, client day for day treatment, or treatment slot day for methadone.) Direct casework service hours.	
BASIS OF RATE. (Show calculation as per "Method for Calculating 98/99 NNA Rates") $34,000 \div 41,245 \times 1.0 \times 1,601 \times .87 = 1,148$ $34,000 \div 1,148 = 29.62 \text{ staff hour rate}$	
DOCUMENTATION: Bi-weekly time sheets	
REQUESTED RATE: \$ 29.62	PER: staff hour
PRIOR FY RATE: \$ 0	PER:

SANTA CRUZ COUNTY
Health Services Agency
DADPA

SA-17

S. Recontract 98 section/Budget forms - revised (4/29/98)