



# County of Santa Cruz<sup>325</sup>

## HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE SANTA CRUZ, CA 95061-0962  
(831) 454-4000 FAX: (831) 4544488 TDD: (831) 454-4123

May 25, 1999

AGENDA: June 8, 1999

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

### **SUBJECT: Drug Court Client Tracking System Software**

Dear Board Members:

This letter requests your Board's approval and authorization for the Health Services Agency (HSA) Administrator to sign the attached multi-year agreement with Sandra Vaughn to purchase a license and technical support for Drug Court Client Tracking System software.

### **Background**

The Drug Court provides intensive outpatient drug treatment to approximately 80 non-violent drug offenders annually, and includes group and individual counseling, monitoring of client attendance at 12-step recovery meetings, frequent urinalysis and alcohol breath testing, frequent client appearances before the Drug Court judge, and close coordination with the court and the Drug Court team through provision of client status information and attendance at weekly Drug Court team meetings. The Drug Court team is comprised of the Drug Court judge, drug treatment sub-contractor (ALTO Counseling Center), HSA Drug Court Case Manager, and staff from the District Attorney, Public Defender, Probation, and Sheriff. Drug Court screening and case management services are provided by the HSA Drug Court Case Manager, and treatment services are provided by ALTO Counseling Center at sites in Santa Cruz and Watsonville.

The effectiveness of the Drug Court is dependent on the sharing of accurate and timely information among members of the Drug Court team about the client's progress in treatment and compliance with program requirements.

The Drug Court is funded through State and Federal grants, the most recent of which was accepted by your Board on December 15, 1998. Both of these grants include reporting requirements related to client demographics, services provided, and treatment outcomes. As part of planning for the implementation of Drug Court services, the Drug Court team identified a need for an automated system of linked computers between the HSA Drug Court Case Manager and the two ALTO sites to permit rapid and efficient transfer of information needed for the weekly Drug Court client status hearings, and accumulation of a data base for program evaluation purposes.

With assistance from the Drug Court program evaluation sub-contractor (the Center for Applied Local Research) and consultation from the Federal Drug Court Program Office, members of the Drug Court team and Mental Health Information Services staff reviewed options for meeting the unique and extensive data needs of the Drug Court.

#### Proposed Agreement

Based on the completeness of the information collected, ease of use, and ability to generate timely reports, the Drug Court Module of the Client Tracking System, developed by Sandra Vaughn of San Diego, is recommended. Other software packages reviewed either did not collect all of the information required for the Drug Court, or were not able to easily generate reports needed for weekly Drug Court client status hearings.

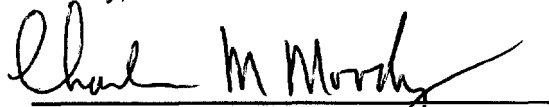
The attached multi-year agreement provides for the purchase of a license for the Client Tracking System software, installing it on computers at HSA and ALTO, training users, maintaining the software in compliance with State and Federal reporting requirements, and providing technical assistance. Costs for the software and related services are not expected to exceed \$8,000 over the term of the contract.

Funding for the proposed agreement is provided for in the adopted HSA Alcohol and Drug Program budget, and will not require any new net County cost.

It is therefore RECOMMENDED that your Board:

1. Authorize the Health Services Agency Administrator to sign the attached multi-year agreement with Sandra Vaughn for license purchase, installation, training, maintenance, and technical assistance related to Drug Court Client Tracking System software.

Sincerely,



Charles M. Moody  
Health Services Agency Administrator

CM:RK  
Attachments

RECOMMENDED:



Susan A. Mauriello  
County Administrative Officer

cc: County Administrative Officer  
Auditor Controller  
County Counsel  
HSA Administration  
Alcohol and Drug Program Administrator

Form **W-9**  
(Substitute)  
County of Santa Cruz

# Request for Taxpayer Identification Number and Certification

Give this form to the  
County of Santa Cruz  
Do NOT send to the IRS

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)  
**Sandra Vaughn**

Business name (Sole proprietors see instructions on page 2.)  
**Vaughn Technologies Unlimited**

Please check appropriate box: ☒ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other

Address (number, street, and apt. or suite no.)  
**6264 Caminito Basilio**

City, state, and ZIP code  
**San Diego, CA 92111**

**Part I** Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

*Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number  
[REDACTED]

OR

Employer identification number  
[REDACTED]

**YOU ARE PAID FOR:**

☐ Health Care Service  
☒ Other Service  
☐ Rent ☐ Goods  
☐ Freight ☐ Interest  
☐ Other (Explain)

**Part II** For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

## Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign Here Signature **Sandra Vaughn** Date **5/24/99**

Section references are to the Internal Revenue Code.

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called 'backup withholding.' Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write 'Applied For' in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

# COUNTY OF SANTA CRUZ

## REQUEST FOR APPROVAL OF AGREEMENT

1-28

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

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)  
C Moody (Signature) 5/28/99 (Date)

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

1. Said agreement is between the County of Santa Cruz (Community Mental Health) (Agency)  
and, Sandra Vaughn, 6264 Caminito Basilio, San Diego, CA 92111 (Name & Address)
2. The agreement will provide a perpetual use license for Drug Court of the Client Tracking System (CTS)  
and Print Utility software applications; training up to 6 staff in the use of the  
CTS software; provide warranty service and upgrades.
3. The agreement is needed, to provide the above.
4. Period of the agreement is from June 15, 1999 to June 30, 2001
5. Anticipated cost is \$ 6,750 through June 30, 1999 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Auditor: New Agreement for 1998-99; to be added to the 1999-2000  
Continuing Agreement List.
7. Appropriations are budgeted in 364032 (Index#) 3975/H512 (Subobject)  
(user code)

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

Appropriations are available and have been encumbered. Contract No. COSTBD 0081854 Date 5/27/99  
are not will be  
GARY A. KNUTSON, Auditor - Controller  
By R. Silva Deputy.

Proposal reviewed and approved, it is recommended that the Board of Supervisors approve the agreement and authorize the  
Health Services Administrator to execute the same on behalf of the  
HEALTH SERVICES (Agency). County Administrative Officer

Remarks: \_\_\_\_\_ (Analyst) By \_\_\_\_\_ Date \_\_\_\_\_

Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Conary  
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  
County Administrative Officer  
in the minutes of said Board on \_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

Contract No.:  
 Index No.: 364032  
 Subobject: 3975/User Code H412

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY  
 INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 8<sup>th</sup> day of June 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Sandra Vaughn, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Furnish COUNTY with a perpetual use license for the Drug Court Module of the Client Tracking System and Print Utility software applications, hereinafter called CTS software; train up to 6 users in the use of CTS software; provide warranty service and upgrades, as needed, to maintain the CTS software in working order and in compliance with the Federal Drug Court Program Office and the California Department of Alcohol and Drug Program data collection and reporting standards; and provide technical support in the use and maintenance of CTS software. Attachment A – Software License Agreement specifies the warranty and license provisions and by this reference is incorporated into this Agreement.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:
 

\$5,250 plus tax for the purchase of the CTS software License, including all required upgrades within the warranty period, due upon successful completion of installation;

\$300 per day for training as requested in writing by COUNTY;

\$150 per travel trip to COUNTY, as requested in writing by COUNTY, for travel time reimbursement;

Actual travel expenses (i.e. airfare, car rental, meals and lodging) to COUNTY, at rates not to exceed those applicable to regular COUNTY employees; and

\$37.50 per hour for support beyond the 4 hours included with the purchase of the CTS software license.

CONTRACTOR shall invoice COUNTY at the conclusion of the services rendered.
3. TERM. The term of this contract shall be: from June 15, 1999 to June 30, 2001 unless terminated in accordance with Paragraph 4.
4. EARLY TERMINATION. Either party hereto may terminate the Services portion of this contract at any time by giving thirty (30) days written notice to the other party. If CONTRACTOR elects to terminate the License portion of this Agreement by the provisions of this paragraph, then CONTRACTOR shall refund the License fee paid by the COUNTY, including tax, and remit the same to the COUNTY with the notice of termination.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- a. Any and all claims, 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 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).
6. INSURANCE. 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, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_.

a. Types of Insurance and Minimum Limits

1. Worker's Compensation in the minimum statutorily required coverage amounts. (Not required if CONTRACTOR has no employees).
2. CONTRACTOR represents to COUNTY that it does not own, operate or utilize a business vehicle; but rather that a personal vehicle will be used only incidentally in traveling to and from one principal COUNTY facility in accomplishing the result required under this Agreement. In reliance on said representation, COUNTY waives any and all requirements relating to Automobile Liability Insurance.
3. CONTRACTOR represents to COUNTY that it will accomplish the result required by this contract by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: software installation, maintenance and training. In reliance thereon, COUNTY hereby waives the requirement for Comprehensive or Commercial General Liability Insurance.

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. CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation or non-renewal of any insurance coverage required herein.
3. CONTRACTOR agrees to provide COUNTY, at or before the effective date of this Contract, with a copy of the face page of any required insurance coverage in force on the effective date of this Contract and any new or renewal policies effective during the term of the Contract.
4. Any required notification or copies of documents shall be sent to: Health Services Agency, County of Santa Cruz, 1080 Emeline Ave., P.O. Box 962, Santa Cruz, CA 95061-0962.
7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
- a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sex, 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. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
8. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate 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. 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,
11. ATTACHMENTS.
- Attachment A – Software License Agreement
12. OWNERSHIP OF DATA. COUNTY shall retain the right to own all COUNTY information and COUNTY data used, created or produced by the CTS software and no use of said data shall be made by CONTRACTOR except that granted by written authorization of COUNTY.
13. INDEPENDENT CONTRACTOR STATUS – FACTORS. 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 (worker's 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: (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 workplace; (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 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 party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

In witness whereof, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
County Purchasing Agent

By: Sandra Vaughn  
Sandra Vaughn  
6264 Caminito Basilio  
San Diego, CA 92111

Phone: (619) 492-1051  
Fax: (619) 492-1051  
Tax ID number: 075-44-8243

Approved as to Insurances:

Janet McKimby 5-19-99  
Chief, Risk Management Division

Approved as to form:

[Signature]  
Assistant County Counsel





## **Software License Agreement**

### **Client Tracking System® – Drug Court Module**

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Please read these terms and conditions of license agreement before installing the software. By installing the software you agree to be bound by the terms of this agreement. In the event you do not accept the terms, return this unopened package to the distributor for a full refund of the license fee.

#### **Copyright Protection**

The Client Tracking System - Drug Court Module software application and documentation are protected by United States copyright laws. Mental Health Systems retains all rights not expressly granted.

#### **Software Product**

A single use license price allows installation of the database files CTSTABLE and CTSARCHIVE on any one computer or networked server. Any number of installations may be made of the application files CTS97, DrugCourtHelp and SYSTEM which are used to access data stored in the CTSTABLE and CTSARCHIVE database files.

#### **Support Services**

Users of a licensed installation are collectively allowed up to four hours of technical phone support by calling (619) 492-1051 between 9 AM and 4 PM Pacific time. If a technician is not immediately available, response is guaranteed within one business day of 24 hours. Phone support past the four allocated hours is available and will be charged at \$37.50 per call or hour, whichever is more. Should an upgrade be purchased past the warranty period, support will be available at a cost not to exceed \$50.00 per call or hour, whichever is more.

#### **Upgrades**

Mental Health Systems will maintain CTS in a manner that provides complete data collection and reporting standards developed by American University and others which become available. If upgrades are needed to accommodate those requirements, they will be available not less than quarterly in a calendar year. Licensed users will not be charged for upgrades during the warranty period. Upgrades occurring after the warranty expires will be available at a nominal charge determined at the time of the upgrade, not to exceed 50% of the original purchase price.

#### **Limited Warranty and Remedies**

Mental Health Systems warrants that the media and software will perform according to its design as defined in accompanying written materials for a period of two years from the date of sale. If, after making a reasonable effort, Mental Health Systems is unable to remedy problems found in the media or software operation, you may terminate this agreement by returning all materials and your money will be refunded.

#### **Limitation of Liability**

To the extent permitted by law, Mental Health Systems will not be liable for damages or loss of business: profits, interruption, or loss of information resulting from the use or the inability to use the software product.