



# County of Santa Cruz

## HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE SANTA CRUZ, CA 95061-0962  
(831) 4544000 FAX: (831) 4544488 TDD: (831) 4544123

Agenda: June 15, 1999

June 1, 1999

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

**Subject: Approval of Drinking Driver and Deferred Judgment Drug Program Contracts**

Dear Board Members:

This letter is to request approval of and authorization for the Health Services Agency (HSA) Administrator to sign the attached 3-year revenue agreements for drinking driver program (DDP) services with Janus of Santa Cruz, Santa Cruz Community Counseling Center – ALTO Counseling Center, and Triad Community Services; and the attached 3-year revenue agreement with ALTO Counseling Center for Deferred Judgment Drug program services. Also requested is approval of a revision to the Deferred Judgment Drug program certification standards.

**Background**

Existing revenue agreements approved by your Board in 1996 for DDP and in 1997 for Deferred Judgment Drug services will expire on June 30, 1999. The proposed contracts are for three-year revenue agreements for DDPs and the Deferred Judgment Drug program, the program content of which is largely mandated by State regulations. These agreements provide revenue to the HSA Alcohol and Drug Program to offset costs associated with monitoring the programs, and for the DDPs' costs of referring clients to programs and reporting to the courts on clients' completion of the program. DDP contracts are projected to generate \$123,781 of revenue to the County in 1999-2000, and the Deferred Judgment Drug Program is projected to generate \$6,424. This revenue is included in the 1999-2000 recommended HSA Alcohol and Drug Program budget.

Proposed contract changes were provided to the Courts and the Alcohol and Drug Abuse Commission for comment.

Legislation passed in 1998 mandated two new levels of service for drinking and driving defendants. SB 1176 (Johnson) requires twelve hours of alcohol and other drug education for those convicted of "Wet Reckless" charges (reckless driving associated with consumption of alcohol or other drugs), when those charges were accepted as a plea bargain from the original charge of driving under the influence. AB 762 (Torlakson) requires an Extended First Offender program of at least six months for first offenders with a Blood Alcohol Content (BAC) of .20 and above. The current First Offender program lasts three months.

There have been no legislative changes in the Deferred Judgment Drug program since your Board approved the current contract in 1997.

### **Adult First Offender Programs**

Proposed three-year contracts with Janus of Santa Cruz and Santa Cruz Community Counseling Center – ALTO Counseling Center reflect these programs for first offenders age 21 and over, including an education program for Wet Reckless clients; the existing three-month, 32-hour First Offender program; and a six-month, Extended First Offender program. Both three- and six-month programs include intake, assessment, education, and individual and group counseling.

The First Offender program has historically had a Level II, for clients with a BAC of .18 and above, which required attendance at 12 Alcoholics Anonymous (AA) or other self-help meetings in addition to standard Level I requirements. The proposed contract eliminates Level II services in favor of the State-mandated Extended First Offender program for those with BAC of .20 and above. Pending approval by the State Department of Alcohol and Drug Programs, the proposed Extended First Offender program will also require attendance at 12 self-help meetings.

### **Young Adult First Offender Program**

The proposed three-year contract with Triad continues the existing 32-hour program for first offenders under age 21, with intake, assessment, education and counseling components, as well as an attendance requirement for 12 AA or other self-help meetings for all clients.

The proposed Triad contract also reflects the new levels of service for Wet Reckless and Extended First Offender programs. The Wet Reckless program is an education program, and the Extended First Offender program includes intake, assessment, education, individual and group counseling, and attendance at 12 self-help meetings.

### **Multiple Offender Programs**

The proposed three-year contracts with Janus of Santa Cruz and Santa Cruz Community Counseling Center – ALTO Counseling Center continue the existing 18-month Multiple Offender program, with components including intake, assessment, education, and individual and group counseling

during the first 12 months. The final six months involve the State-mandated “community re-entry” phase, which provides less intensive counseling services than the 12-month core program.

### **Deferred Judgment Drug Program**

Deferred Judgement Drug programs allow eligible persons arrested for minor, non-violent, first-time drug offenses the option of making a guilty plea, judgment for which is then deferred from entry on the record by the courts. If the person completes the treatment program, all drug charges and guilty pleas are dropped. Failure to complete a program allows the court to enter the guilty judgment and proceed with sentencing.

The current 22-hour Deferred Judgment Drug program includes an enrollment and individual assessment, 20 hours of group education and group counseling, and an individual exit interview. In addition, it provides for 1) Individual Treatment Activities to which a client may be assigned in lieu of group, and 2) Intensive Intervention Treatment, a treatment alternative for clients who, although they may have only been arrested for a minor, first-time drug charge, have drug use problems that are so severe that a short-term education/early intervention program is not adequate.

Intensive Intervention Treatment may be proposed by the program at a point that a client appears to be failing the program and, with client consent, more intensive program activities will be provided as an alternative to the existing program. Such alternative activities might include individual or family counseling, enrollment in a detox program, or short-term residential treatment. In compliance with state law, for services agreed upon and offered outside of ALTO, referral is made only to providers offering sliding scale fees, including no-fee services where indicated.

Existing certification standards require that the Board of Supervisors must approve changes to the Deferred Judgment Drug program certification standards. Existing standards include a 21-day enrollment grace period after local courts’ 14-day deadline for enrollment, to be used for such special circumstances as client illness, vacation or lack of available enrollment appointments. The proposed revision to the certification standards increases the grace period from 21 to 30 days, to accommodate occasional peak periods of enrollment at ALTO, when clients are referred at a faster rate than they can be enrolled. Adding staff at ALTO to accommodate occasional high numbers of enrollments within the existing 21-day grace period would require an increase in client fees, with little benefit to clients.

### **Client Fees**

Proposed client fees for the existing First and Multiple Offender DDPs were last increased in 1996, and for the Deferred Judgment Drug Program, in 1997. The proposed fees are shown below. No fee increases are proposed for First Offender DDP, Multiple Offender DDP or Deferred Judgment Drug program services.

Fees for the new Wet Reckless and Extended First Offender services are based on the existing costs per unit of current DDPs for intake, assessment, group education and counseling, individual counseling, and County administration and client tracking. These per unit costs are then multiplied by the number of each type of unit required by the proposed State regulations to arrive at the total program cost.

	ADULT PROGRAM	YOUNG ADULT PROGRAM
Wet Reckless	\$ 268	\$340
First Offender	\$ 527	\$650
Extended First Offender	\$ 627	\$870
Multiple Offender	\$1,334	N/A
Deferred Judgment Drugs	\$ 530	N/A

The proposed contracts provide for the Alcohol and Drug Program Administrator to approve fee increases of up to 5% per year.

Contractors have budgeted Wet Reckless and Extended First Offender fees on proposed State regulations for these services and on existing fees for First Offender services. If the final State regulations are significantly different than the proposed regulations and require additional services, fee structures for the new services would be revisited, and HSA will return to your Board for approval of any fee increase above the 5% per annum permitted under the proposed contracts.

### **Summary of Contract Changes**

Substantive changes from the expiring contracts are described below:

1. Implementation by each DDP contractor of new Wet Reckless and Extended First Offender levels of service, mandated by recent legislation.
2. Deletion of the Adult First Offender Level II requirement, in favor of the State-mandated Extended First Offender services for court-ordered DUI defendants with a BAC of .20 and above, including a requirement for 12 self-help meetings, pending State approval.
3. Extension of the Deferred Judgment Drug program enrollment grace period from 21 to 30 days.
4. Replacement of lists of specific program services in the contracts with a requirement to comply with governing State regulations that define program services.
5. Technical changes to make the contracts consistent with current County and HSA “boilerplate” standards (Exhibits A and B, regarding items such as Equal Employment Opportunities and Admission Policies).

It is therefore **RECOMMENDED** that your Board:

1. Approve the attached three-year revenue agreements with Janus of Santa Cruz, Santa Cruz Community Counseling Center – ALTO Counseling Center, and Triad Community Services for first and multiple offender drinking driver program services, and authorize the Health Services Agency (HSA) Administrator to sign said agreements;


2. Approve the attached three-year revenue agreement with Santa Cruz Community Counseling center – ALTO Counseling Center for Deferred Judgment Drug program services, and authorize the HSA Administrator to sign said agreement; and
3. Approve a revision to the Deferred Judgment Drug program certification standards to extend the enrollment grace period from 21 to 30 days.

Sincerely,



Charles M. Moody  
Health Services Agency Administrator

RECOMMENDED:



Susan A. Mauriello  
County Administrative Officer

cc: County Administrative Officer  
Auditor-Controller  
County Counsel  
HSA Administrator  
Alcohol and Drug Program Administrator  
Municipal and Superior Courts

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

000260

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

FROM: Health Services Agency (Dept.)  
C. Morley (Signature) 6/1/99 (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)  
and Janus of Santa Cruz, 200 7th Avenue, Suite 150, Santa Cruz, CA 95062 (Name & Address)
- The agreement will provide for authorization to operate a 3-month First Offense, Extended First Offense, Wet Reckless and Multiple Offense Drinking Driver Program in Santa Cruz County.
- The agreement is needed, to provide the above-mentioned services.
- Period of the agreement is from July 1, 1999 to June 30, 2002
- Anticipated cost is \$ None - Revenue Agreement \$58,452 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: This is a Revenue Agreement. Clients pay fees to provider for services. County will receive Administrative/Monitoring and Referral/Tracking Fees.
- Appropriations are budgeted in Revenue 364014 \$26,449 1616 (Index#) 1619 (Subobject)  
\$11,192 1804 \$6,451 1805  
\$14,360

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

Appropriations are available and have been encumbered. Contract No. R-226 Date 6/2/99  
are not N/A will be  
GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the Health Services Agency Administrator agreement and authorize the County to execute the same on behalf of the Health Services (Agency).

Remarks: [Signature] (Analyst)

County Administrative Officer [Signature] Date 6/3/99  
By [Signature]

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

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

38  
ADM - 29 (1995)

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

AUD-129A

COUNTY OF SANTA CRUZ

AUD-129A

## C O N T R A C T O R T A X I N F O R M A T I O N

This form must be completed and attached to all Forms ADM-29, or the Request for Approval of Agreement will not be signed by the AUDITOR-CONTROLLER

NAME OF CONTRACTOR (SAME AS ADM-29)

JANUS OF SANTA CRUZ

CONTRACTOR TAX ID# 08-4-2739130

CONTRACTOR DOES BUSINESS AS A(N)

CONTRACTOR IS A:

☐ INDIVIDUAL, ☐ PARTNERSHIP  
☐ CORPORATION ☐ GOVERNMENT  
☐ FIDUCIARY ☒ OTHER NON-PROFIT ORGANIZATION

☐ RESIDENT; OR  
☐ NON-RESIDENT

OF CALIFORNIA

CONTRACTOR IS A(N) (CHECK ONLY IF APPLICABLE)

☐ REAL ESTATE AGENT ☐ MEDICAL CARE PROVIDER

5 HOSPITAL

☐ EXTENDED CARE FACILITY

COUNTY OFFICIAL

signature

date

**AGREEMENT between the COUNTY OF SANTA CRUZ**

County Dept/Agency: HEALTH SERVICES AGENCY I Contract #R-226  
Alcohol and Drug Program

Hereinafter called COUNTY and:

**JANUS OF SANTA CRUZ**

200 7<sup>th</sup> Avenue, Suite 150  
 Santa Cruz, CA 95062

Telephone: 462-1060

Hereinafter called CONTRACTOR for: Drinking Driver Program Services

WHEREAS COUNTY has need of Drinking Driver Program Services, 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 a contract for such services,

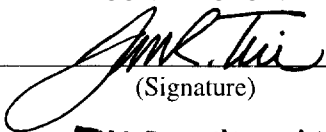
NOW, THEREFORE, the parties hereto do mutually agree as set forth in:

<u>EXHIBIT</u>	<u>TITLE</u>
A	Individual Contractor Information
B	Standard County/Agency Provisions
C	Specific Drinking Driver Program Provisions
D	Drinking Driver Program Fiscal Provisions
E	Revisions
F	Assurances

IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective: July 1, 1999 through June 30, 2002.

CONTRACTOR:

COUNTY:

  
 (Signature)

\_\_\_\_\_  
 (Signature)

**EXECUTIVE DIRECTOR**

(Title)

(Title)

(Reserved For County Counsel Approval)

Approved as to form:



(Reserved for Clerk of Board)

Index # 364014  
 Subobject # 1616, 1619, 1804, 1805

Amount: \$ NA

(DISTRIBUTION)

I County Administrative Officer  
 I County Counsel  
 I Auditor Controller  
 I Health Services Agency  
 I Contractor



EXHIBIT A - INDIVIDUAL CONTRACTOR INFORMATION

- A1. 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.
- A2. TERM: The term of this Agreement shall commence on July 1, 1999 and continue through and include June 30, 2002.
- A3. COMPENSATION FOR FEE-FOR-SERVICE CONTRACTS: County agrees to pay Contractor a total sum not to exceed Zero Dollars (\$0.00) for services performed during the term of this Agreement in accord with 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.

- A4. 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, Alcohol and Drug Program, 1060 Emeline Avenue, Santa Cruz, CA 95060, or to Contractor at: Santa Cruz Community Counseling Center Inc., 195-A Harvey West Blvd, Santa Cruz, CA 95060.

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

- 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 CONTRACTORS 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 IO. 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.

B 12. 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 nonmerit 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 CONTRACTORS non-compliance 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.

B 14. 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.

B 15. 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.

B 16. 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.

- B 17. 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.
- B 18. 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.
- B 19. 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 CONTRACTORS 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 CONTRACTORS 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.

B3 1. 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 CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS 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 DRINKING DRIVER PROGRAM PROVISIONS

## FISCAL PROVISIONS

- C1. 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 in Exhibit D, which shall be incorporated by reference in this agreement.
- c2. COST ALLOCATION: Contractor 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 agency 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.
- c3. REOPENING OF AGREEMENT: Contractor may submit a written request to County's Administrator to obtain approval of County to reopen Agreement. In no event shall Contractor provide services not covered under this Agreement until a written amendment to this Agreement is approved by County.
- c4. 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.
- C5. 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 agrees to retain books and accounting records pertinent to this Agreement for not less than five (5) years after final client services provided under this Agreement, or three years after end of client services if a final audit report is accepted by the County, which ever occurs first. 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.
- C6. COMPENSATION: Compensation to Contractor for services provided under this Agreement shall be on a fee-for-services basis, and shall be made directly to Contractor by clients referred to Contractor by the County's Drinking Driver Program. Such fees shall be based upon the client's ability to pay, but shall not be in excess of the maximum allowable program fees set forth in Exhibit D of this Agreement, or in any written amendment to this Agreement. Contractor agrees to be at-risk for all costs not covered by client fees. In no event shall County be liable for any costs incurred by Contractor in providing services under this Agreement.
- c7. CLIENT FEE SCALE: Contractor must collect fees from clients receiving services under this Agreement. No client may be denied service solely on the basis of ability to pay.

## MISCELLANEOUS PROVISIONS:

- C8. ATTENDANCE AND REPORTS AT ALCOHOL AND DRUG ABUSE COMMISSION MEETINGS: Contractor's Executive Director/Superintendent, or his/her designees, 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.
- C9. MEETING ATTENDANCE: Contractor's Director of Drinking Driver Program or designee shall attend regularly scheduled providers' meetings facilitated by the County Drinking Driver Program Coordinator.
- C10. 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 Code of Regulations - Title 9 Chapter 3, provisions of AB 541 (chaptered 1981), SB 2232 (chaptered 1983), SB 1344 (chaptered 1989), SB 1623 (chaptered 1990), AB 762 (chaptered 1998), SB 1176 (chaptered 1998) 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.
- C11. CALIFORNIA LAW: This Agreement shall be construed and interpreted according to the laws of the State of California.
- C12. 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).
- C13. 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.
- C14. 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 addresses 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 officers and shareholders. If lessor or sublessor is a partnership, it 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.
- C15. CLIENT RECORDS: Contractor shall maintain individual client records for each client. Such records must contain copies of data from County Drinking Driver Program office (i.e. sentencing and referral information from courts, completion/termination data, client progress report form, correspondence, etc.), client assessment information, record of services provided, and record of referrals to community resources. Records shall also include identifying data, social and financial data and a record of service provided by various personnel in sufficient detail to make possible evaluation by County's Administrator, or his/her designee, of services rendered. County, at its option, may take custody of Contractor's client records upon termination of services by Contractor or upon revocation of program licensure by the State Department of Alcohol and Drug Programs. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. County agrees it shall maintain Contractor's client records in its possession for a period of 4 years after client completion or termination of a program, and shall grant Contractor access to said records for purpose of litigation and /or corporate business.

C16. DEFINITION OF CLIENT: For the purposes of this Agreement, a client shall be defined as any individual who has enrolled in Contractor's drinking driver program.

C 17. SCOPE OF SERVICES: Contractor agrees to provide the following services:

#A. FIRST OFFENSE DRINKING DRIVER PROGRAM SERVICES in compliance with SB 1344, SB 1623, AB 762 and SB 1176, and provider's SB 1344 protocol, incorporated herein by reference. The protocol is considered updated by Contractor's re-licensure applications as they are approved by the County and the State Department of Alcohol and Drug Programs. Service levels include:

#1 Wet Reckless Program: Compliance with minimum requirements for operation of SB 1 176 "Wet Reckless" Programs by the State Department of Alcohol and Drug Programs and included herein by reference.

#2. Three-month First Offender Program - For first offenders with a Blood Alcohol Content of under .20, compliance with minimum requirements for operation of SB 38, SB 1344, and SB 1623 Drinking Driver Programs by the State Department of Alcohol and Drug Programs and included herein by reference.

#3. Extended (Six-month) First Offender Program - For first offenders with a Blood Alcohol Content of .20 and above, who have been court-ordered to an extended First Offender Program, compliance with minimum requirements for operation of AB 762 Drinking Driver Programs by the State Department of Alcohol and Drug Programs and included herein by reference. The program shall also include the monitoring of at least 12 Alcoholics Anonymous sessions or other self-help meetings, pending State approval.

#B. MULTIPLE OFFENSE DRINKING DRIVER PROGRAM SERVICES consisting of:

#1. Compliance with minimum requirements for operation of SB 38, SB 1344, and SB 1623 Drinking Driver Programs by the State Department of Alcohol and Drug Programs and included herein by reference.

#2. Compliance with Contractor's SB 38 and SB 1344 protocol which has been reviewed and approved by County's Administrator and incorporated herein by reference. The protocol is considered updated by Contractor's re-licensure applications as they are approved by the County and the State Department of Alcohol and Drug Programs, .

C1 8. ADMISSION POLICIES: First Offender clients age 21 and older at the time of the original sentencing must attend an adult drinking driver program. First Offender clients under age 21 at the time of original sentencing must attend a young adult program.

C1 9. LENGTH OF PROGRAM: The length of the Wet Reckless, 3-month and Extended First Offense Programs shall comply with the requirements of the Title 9, Chapter 3, California Code of Regulations. The 3-month Program shall be a minimum of three months, including rescheduled missed client sessions, and the Extended First Offender Program shall be a minimum of six months, including rescheduled missed client sessions. Length of Multiple Offense Program shall meet requirements of Title 9, Chapter 3, California Code of Regulations.

C20. REPORTING REQUIREMENTS: Programs shall report successful completion or failure to participate or complete to the Drinking Driver Program office within fifteen calendar days.

C21. PROGRAM PROTOCOL: First and multiple offense program protocol is defined in "Proposal for First and Multiple Offense Drinking Driver Services", dated May 1, 1985, "Amendment to the ALTO Counseling Center Multiple Offender Drinking Driver Program", dated January 29, 1990, and "Protocol for First Offense Services", dated June 30, 1990. Protocols are considered updated by Contractor's re-licensure applications as they are approved by the County and the State Department of Alcohol and Drug Programs.

Protocol, with updates, shall be consistent with California State Health and Safety Code, Chapter 9, part II, Division 10.5, sec. 11837 and 11838 and Title 9, Chapter 3, sections 9795 et seq., California Code of Regulations, Requested modifications to protocol shall be submitted in writing to County Alcohol Program Administrator for review and recommendations for approval prior to submission of modifications to the State Department of Alcohol and Drug Programs.

- c22 CLIENT REFERRAL: County shall act as the intermediary between County courts and Contractor on all matters relating to clients of Drinking Driver Programs. Recognizing that the first priority of the Drinking Driver Program is to provide an alcohol education, intervention and treatment service to the residents of the County, it shall be the intent of the County to process referrals on the basis of meeting client needs to the extent possible, while maintaining, insofar as possible, equity in the distribution of referrals among all licensed Drinking Driver Programs.
- C23. AIDS PROTOCOL: Contractor shall develop a protocol on Acquired Immune Deficiency Syndrome (AIDS) as it relates to the services provided by the contractor. The protocol shall address staff training, client information, and treatment environment. The AIDS protocol shall be developed in consultation with the County's Administrator and shall be submitted to the County's Administrator for approval.
- C24. CLIENT SCHEDULE OPTIONS. CONTRACTOR shall maximize its accessibility to clients by providing face-to-face individual and group appointment options during both weekday hours and evenings or weekends, whenever possible.

## EXHIBIT D - DRINKING DRIVER PROGRAM FISCAL PROVISIONS

D1. PROGRAM FEES: Contractor shall be compensated on the basis of the following maximum fee-for-service rate:

- #A. \$232 per Wet Reckless client enrolled
- #B. \$491 per 3-month First Offense client enrolled
- #C. \$591 per 6-month First Offense client enrolled
- #D. \$1,065 per 12-month Multiple Offense client enrolled (arrested before January 1, 1990)
- #E. \$1,281 per 15-month Multiple Offense client enrolled (arrested on January 1, 1990 and after)

The above rate shall be charged all clients receiving services under this agreement except those clients given fee waivers. This rate shall be subject to change according to the provisions below as defined under "CHANGES IN FEES".

D2. COUNTY ADMINISTRATIVE FEES: Contractor agrees to remit to County the following fees for referral/tracking services and for administrative/monitoring services:

- #A. County Referral/Tracking fee (not included in program fees, but paid to Contractor by participants in addition to program fee):

\$36.00 per Wet Reckless and First Offense client enrolled  
\$53.00 per Multiple Offense client enrolled

- #B. County Administrative/Monitoring fee (included in program fees described in paragraph D1 of this Agreement):

\$20.00 per Wet Reckless and First Offense client enrolled  
\$30.00 per Multiple Offense client enrolled

The above fees shall be due County for each client enrolled regardless of whether or not client completes program. Contractor shall pay County the first monies collected by the program from a client. Administrative fees (including Referral/Tracking and Administrative/Monitoring fees) will not be paid for clients who have not paid Contractor any fees. The above fees shall be remitted to County according to conditions set forth below. This rate shall be subject to change according to the provisions of "CHANGES IN FEES", below.

Contractor agrees to remit to County all County administrative fees (Referral/Tracking and Administrative/Monitoring fees) as defined above. Fees shall be paid to County on a quarterly basis and shall be due within thirty (30) days after the close of the quarter. These fees shall be accompanied by a remittance fee report and a list of clients for whom fees are being paid. County reserves the right to withhold referrals in the event of late reports or late payments of these fees. Failure to remit fees shall be a basis for termination of the Agreement for cause, as defined in Exhibit B.

D3. CHANGES IN FEES: The above program fee and County administrative fees shall be in effect through the term of this Agreement unless changed by mutual consent of Contractor and the County Alcohol and Drug Program Administrator. The County Alcohol and Drug Program Administrator, upon approval of the State Department of Alcohol and Drug Programs, may approve a cost of living increase at a maximum rate of 5% per annum. Requests for changes in fees shall be submitted in writing to the Alcohol and Drug Program Administrator.

- D4. ALLOWABLE SURPLUS: Fees collected by Contractor from Drinking Driver Program clients shall be expended solely for Drinking Driver Program activities as defined in Exhibit C, as verified by the annual cost report, with the exception of allowable surplus (surplus which is ten percent or less of program revenue from total participant fees per annum, as defined in the County's policy, "Provider Report and Expenditure of Surplus Revenue"). Expenditure of allowable surplus may be made at the discretion of Contractor, as specified in that policy. The cost report is subject to audit by State and/or County.
- D5. EXCESS SURPLUS: Client fees, collected by Contractor as a result of providing services under this Agreement, in excess of the allowable surplus as defined in the County's policy, "Provider Report and Expenditure of Surplus Revenue", shall be used to support, enhance or enrich Contractor's drinking driver program. Except for allowable surplus, said funds may not be used to offset costs of other services provided by Contractor and may not be retained by Contractor as profit. All client fee revenue collected by Contractor under this Agreement shall be reported to County as specified in Exhibit D of this Agreement, and in the County's policy, "Provider Report and Expenditure of Surplus Revenue".
- D6. ROLLOVER OF FEES REVENUE: Fees collected in one fiscal year may be rolled-over into the following fiscal year in compliance with the County's policy, "Provider Report and Expenditure of Surplus Revenue".
- D7. 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.
- D8. 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. County's interest in County Administrative/Monitoring and Referral/Tracking fees shall be assigned to County.
- D9. ANNUAL AUDIT: Contractors who are recipients of \$250,000 or more of federal funds must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions. Audits shall usually be performed annually but not less frequently than every two years (if electing to do an audit every other year, the audit must be for both fiscal years). Recipients of less than \$250,000 a year in federal funds are exempt from A-133 audit requirements based upon a 1995 waiver received by the State Alcohol and Drug Department. Only costs of audits performed under Circular A-133 can be charged to the federal award.

An annual program specific audit will be required of contractors who receive from \$100,000 up to \$250,000 a year. Contractors who receive less than \$100,000 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.

## Exhibit E, 1999-2000

**COUNTY OF SANTA CRUZ**  
**Exhibit E - Revisions**

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

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

xx	Paragraph "3" of Exhibit "A" is hereby revised to read as follows:
<p>COMPENSATION FOR CLIENT FEE-SUPPORTED CONTRACTS: Compensation to Contractor for services provided under this Agreement shall be on a client fee-for-services basis, and shall be made directly to Contractor by clients.</p>	

XX	Paragraph "3a" of Exhibit "B" is hereby revised to read as follows:
<p>RESPONSIBILITY FOR INVENTORY ITEMS.</p> <p>a. Any equipment, materials, supplies, or property of any kind purchased from funds advanced, reimbursed or funded under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars is defined an inventory item. Exclusive of items purchased by CONTRACTOR's client fee-supported programs covered under this Agreement, 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.</p>	

XX	Paragraph "27" of Exhibit "B" is hereby revised to read as follows:
<p>TERMINATION DUE TO CESSATION OF FUNDING. Exclusive of client fee-supported programs covered under this Agreement, 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.</p>	

XX	Paragraph "28" of Exhibit "B" is hereby revised to read as follows:
<p>EXTENSION OF TIME. Exclusive of client fee-supported programs covered under this Agreement, COUNTY'S Administrator may extend the time for completion of CONTRACTORS 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.</p>	

XX	Paragraph "29" of Exhibit "B" is hereby deleted. (See C 5. j



XX	Paragraph "30" of Exhibit "B" is hereby revised to read as follows:
WITHHOLDING OF PAYMENT. Exclusive of client fee-supported programs covered under this Agreement, 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.	
XX	Paragraph "31" of Exhibit "B" is hereby revised to read as follows:
AUDIT REQUIREMENTS: 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.	
xx	Paragraph "32" of Exhibit "B" is hereby revised to read as follows:
OVERPAYMENTS. Exclusive of client fee-supported programs covered under this Agreement, 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,	
	An addition to said Agreement shall be as follows:

EXHIBIT F-1

ASSURANCE OF NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES  
RECEIVING STATE FINANCIAL ASSISTANCE

Janus of Santa Cruz, (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, gender, color, or disability, 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 or 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.

Janus of Santa Cruz  
200 7<sup>th</sup> Avenue, Suite 150  
Santa Cruz. CA 95062

  
\_\_\_\_\_  
(Authorized Official)

(Date) 6/3/99

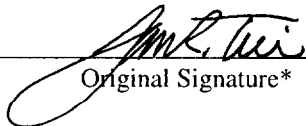
EXHIBIT F-2

ASSURANCES 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 Janus of Santa Cruz (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 use" 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 use.
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\* JAN R. TICE

 EXECUTIVE DIRECTOR 6/3/99

Original Signature\* Title Date

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

ADP 7290 (4/92)

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

288

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

FROM: Health Services Agency (Dept.)  
C. Morley (Signature) 6/1/99 (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 Health Services Agency (Agency)  
CA 95060  
and, Santa Cruz Community Counseling Center, 195-A Harvey West Blvd., Santa Cruz, (Name & Address)
2. The agreement will provide for authorization to provide a 3-month First Offense, Extended First Offense, Wet Reckless and Multiple Offense Drinking Driver Program in Santa Cruz County.
3. The agreement is needed to provide the above-mentioned services.
4. Period of the agreement is from July 1, 1999 to June 30, 2002
5. Anticipated cost is \$ None - Revenue Agreement \$58,012 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: This is a Revenue Agreement. Clients pay fees to contractor for services. County will receive Administrative/Monitoring and Referral/Tracking fees.

7. Appropriations are budgeted in Revenue 364014 /4\$25,874 1616  
\$10,477 (Index#) 1619 (Subobject)  
\$14,947 1804→\$6,714 1805

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

Appropriations are available and have been encumbered. Contract No. R-224 Date 6/2/99  
N/A will be  
GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Simon --- Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Agency Administrator to execute the same on behalf of the County  
Health Services Agency (Agency).

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 6/3/99  
Agreement approved as to form. Date \_\_\_\_\_

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

\*To Orig. Dept. if rejected.

38  
ADM - 29 (6/95)

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

AUD-129A	<b>COUNTY OF SANTA CRUZ</b> <b>CONTRACTOR TAX INFORMATION</b>	AUD-129A
<p style="text-align: center;">This form must be completed and attached to all Forms ADM-29, or the Request for Approval of Agreement will not be signed by the AUDITOR-CONTROLLER</p>		
<b>NAME OF CONTRACTOR (SAME AS ADM-29)</b> <u>SANTA CRUZ COMMUNITY COUNSELING CENTER</u>		
<b>CONTRACTOR TAX ID#</b> <u>123171217151290</u> <u>II</u> <u>11</u>		
<b>CONTRACTOR DOES BUSINESS AS F, (N)</b> <b>CONTRACTOR IS A:</b>		
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> INDIVIDUAL      <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION      <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> FIDUCIARY      <input checked="" type="checkbox"/> <u>OTHER NON-PROFIT ORGANIZATION</u></div><div style="text-align: right;">5 RESIDENT; OR <input type="checkbox"/> NON-RESIDENT OF CALIFORNIA</div></div>		
CONTRACTOR IS A(N) (CHECK ONLY IF APPLICABLE)		
<div style="display: flex; justify-content: space-around;"><div><input type="checkbox"/> REAL ESTATE AGENT <input type="checkbox"/> HOSPITAL</div><div><input type="checkbox"/> MEDICAL CARE PROVIDER <input type="checkbox"/> EXTENDED CARE FACILITY</div></div>		
<div style="display: flex; justify-content: space-between;"><div style="width: 60%;"><b>COUNTY OFFICIAL</b> _____ signature</div><div style="width: 35%; text-align: right;">_____ date</div></div>		

**AGREEMENT between the COUNTY OF SANTA CRUZ**

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

Contract #R-224

Hereinafter called COUNTY and:

**SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.**

195-A Harvey West Blvd.

Santa Cruz, CA 95060

Telephone: 469- 1700

Hereinafter called CONTRACTOR for: Drinking Driver Program Services

WHEREAS COUNTY has need of Drinking Driver Program Services, 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 a contract for such services,

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

EXHIBITTITLE

A	Individual Contractor Information
B	Standard County/Agency Provisions
C	Specific Drinking Driver Program Provisions
D	Drinking Driver Program Fiscal Provisions
E	Revisions
F	Assurances

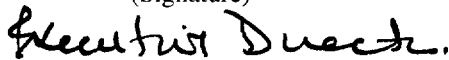
IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective: July 1, 1999 through June 30, 2002.

CONTRACTOR:

COUNTY:



(Signature)



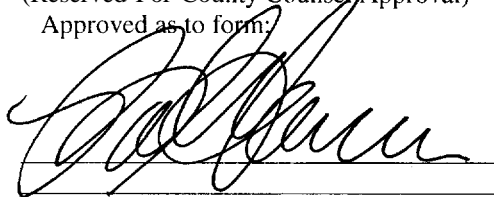
(Title)

(Signature)

(Title)

(Reserved For County Counsel Approval)

Approved as to form:



(Reserved for Clerk of Board)

Index # 364014  
 Subobject # 1616, 1619, 1804, 1805

Amount: \$ NA

(DISTRIBUTION)

I County Administrative Officer  
 I County Counsel  
 I Auditor Controller  
 I Health Services Agency  
 I Contractor

## EXHIBIT A - INDIVIDUAL CONTRACTOR INFORMATION

- A1. 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.
- A2. TERM: The term of this Agreement shall commence on July 1, 1999 and continue through and include June 30, 2002.
- A3. COMPENSATION FOR FEE-FOR-SERVICE CONTRACTS: County agrees to pay Contractor a total sum not to exceed Zero Dollars (\$0.00) for services performed during the term of this Agreement in accord with 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.

- A4. 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, Alcohol and Drug Program, 1060 Emeline Avenue, Santa Cruz, CA 95060, or to Contractor at: Santa Cruz Community Counseling Center Inc., 195-A Harvey West Blvd, Santa Cruz, CA 95060.

## COUNTY OF SANTA CRUZ

## EXHIBIT B - STANDARD COUNTY/AGENCY PROVISIONS

- B1. **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. **CONTRACTORS 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 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 CONTRACTORS 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 IO. **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.

B 12. 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 nonmerit 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 non-compliance 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.

B 14. 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.

B 15. 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.

B 16. 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.

- B 17. 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.
- B 18. 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.
- B 19. 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.
- B2 1. 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 CONTRACTORS 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 CONTRACTORS 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 I .05 of the Santa Cruz COUNTY Code, which by this reference is incorporated herein.

B 24. 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 CONTRACTORS 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.

B3 I. 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 CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS 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 DRINKING DRIVER PROGRAM PROVISIONS

## FISCAL PROVISIONS

- C1. 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 in Exhibit D, which shall be incorporated by reference in this agreement.
- c2. COST ALLOCATION: Contractor 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 agency 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.
- c3. REOPENING OF AGREEMENT: Contractor may submit a written request to County's Administrator to obtain approval of County to reopen Agreement. In no event shall Contractor provide services not covered under this Agreement until a written amendment to this Agreement is approved by County.
- c4. 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.
- c5. 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 agrees to retain books and accounting records pertinent to this Agreement for not less than five (5) years after final client services provided under this Agreement, or three years after end of client services if a final audit report is accepted by the County, which ever occurs first. 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.
- C6. COMPENSATION: Compensation to Contractor for services provided under this Agreement shall be on a fee-for-services basis, and shall be made directly to Contractor by clients referred to Contractor by the County's Drinking Driver Program. Such fees shall be based upon the client's ability to pay, but shall not be in excess of the maximum allowable program fees set forth in Exhibit D of this Agreement, or in any written amendment to this Agreement. Contractor agrees to be at-risk for all costs not covered by client fees. In no event shall County be liable for any costs incurred by Contractor in providing services under this Agreement.
- c7. CLIENT FEE SCALE: Contractor **must** collect fees from clients receiving services under this Agreement. No client may be denied service solely on the basis of ability to pay.



## MISCELLANEOUS PROVISIONS:

- C8. **ATTENDANCE AND REPORTS AT ALCOHOL AND DRUG ABUSE COMMISSION MEETINGS:** Contractor's Executive Director/Superintendent, or his/her designees, 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.
- C9. **MEETING ATTENDANCE:** Contractor's Director of Drinking Driver Program or designee shall attend regularly scheduled providers' meetings facilitated by the County Drinking Driver Program Coordinator.
- C10. **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 Code of Regulations - Title 9 Chapter 3, provisions of AB 541 (chaptered 1981), SB 2232 (chaptered 1983), SB 1344 (chaptered 1989), SB 1623 (chaptered 1990), AB 762 (chaptered 1998), SB 1176 (chaptered 1998) 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.
- CI 1. **CALIFORNIA LAW:** This Agreement shall be construed and interpreted according to the laws of the State of California.
- CI 2. **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).
- C13. **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 14. **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 addresses 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 officers and shareholders. If lessor or sublessor is a partnership, it 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.
- C15. **CLIENT RECORDS:** Contractor shall maintain individual client records for each client. Such records must contain copies of data from County Drinking Driver Program office (i.e. sentencing and referral information from courts, completion/termination data, client progress report form, correspondence, etc.), client assessment information, record of services provided, and record of referrals to community resources. Records shall also include identifying data, social and financial data and a record of service provided by various personnel in sufficient detail to make possible evaluation by County's Administrator, or his/her designee, of services rendered. County, at its option, may take custody of Contractor's client records upon termination of services by Contractor or upon revocation of program licensure by the State Department of Alcohol and Drug Programs. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. County agrees it shall maintain Contractor's client records in its possession for a period of 4 years after client completion or termination of a program, and shall grant Contractor access to said records for purpose of litigation and /or corporate business.

- CI 6. DEFINITION OF CLIENT: For the purposes of this Agreement, a client shall be defined as any individual who has enrolled in Contractor's drinking driver program.
- CI 7. SCOPE OF SERVICES: Contractor agrees to provide the following services:
- #A. FIRST OFFENSE DRINKING DRIVER PROGRAM SERVICES in compliance with SB 1344, SB 1623, AB 762 and SB 1176, and provider's SB 1344 protocol, incorporated herein by reference. The protocol is considered updated by Contractor's re-licensure applications as they are approved by the County and the State Department of Alcohol and Drug Programs. Service levels include:
    - #I. Wet Reckless Program: Compliance with minimum requirements for operation of SB 1176 "Wet Reckless" Programs by the State Department of Alcohol and Drug Programs and included herein by reference.
    - #2. Three-month First Offender Program - For first offenders with a Blood Alcohol Content of under .20, compliance with minimum requirements for operation of SB 38, SB 1344, and SB 1623 Drinking Driver Programs by the State Department of Alcohol and Drug Programs and included herein by reference.
    - #3. Extended (Six-month) First Offender Program - For first offenders with a Blood Alcohol Content of .20 and above, who have been court-ordered to an extended First Offender Program, compliance with minimum requirements for operation of AB 762 Drinking Driver Programs by the State Department of Alcohol and Drug Programs and included herein by reference. The program shall also include the monitoring of at least 12 Alcoholics Anonymous sessions or other self-help meetings, pending State approval.
  - #B. MULTIPLE OFFENSE DRINKING DRIVER PROGRAM SERVICES consisting of:
    - #1. Compliance with minimum requirements for operation of SB 38, SB 1344, and SB 1623 Drinking Driver Programs by the State Department of Alcohol and Drug Programs and included herein by reference.
    - #2. Compliance with Contractor's SB 38 and SB 1344 protocol which has been reviewed and approved by County's Administrator and incorporated herein by reference. The protocol is considered updated by Contractor's re-licensure applications as they are approved by the County and the State Department of Alcohol and Drug Programs, .
- CI 8. ADMISSION POLICIES: First Offender clients age 21 and older at the time of the original sentencing must attend an adult drinking driver program. First Offender clients under age 21 at the time of original sentencing must attend a young adult program.
- C19. LENGTH OF PROGRAM: The length of the Wet Reckless, 3-month and Extended First Offense Program? shall comply with the requirements of the Title 9, Chapter 3, California Code of Regulations. The 3-month Program shall be a minimum of three months, including rescheduled missed client sessions, and the Extended First Offender Program shall be a minimum of six months, including rescheduled missed client sessions. Length of Multiple Offense Program shall meet requirements of Title 9, Chapter 3, California Code of Regulations.
- C20. REPORTING REQUIREMENTS: Programs shall report successful completion or failure to participate or complete to the Drinking Driver Program office within fifteen calendar days.
- C21. PROGRAM PROTOCOL: First and multiple offense program protocol is defined in "Proposal for First and Multiple Offense Drinking Driver Services", dated May 1, 1985, "Amendment to the ALTO Counseling Center Multiple Offender Drinking Driver Program", dated January 29, 1990, and "Protocol for First Offense Services", dated June 30, 1990. Protocols are considered updated by Contractor's re-licensure applications as they are approved by the County and the State Department of Alcohol and Drug Programs.

Protocol, with updates, shall be consistent with California State Health and Safety Code, Chapter 9, part II, Division 10.5, sec. 11837 and 11838 and Title 9, Chapter 3, sections 9795 et seq., California Code of Regulations, Requested modifications to protocol shall be submitted in writing to County Alcohol Program Administrator for review and recommendations for approval prior to submission of modifications to the State Department of Alcohol and Drug Programs.

- C22. CLIENT REFERRAL: County shall act as the intermediary between County courts and Contractor on all matters relating to clients of Drinking Driver Programs. Recognizing that the first priority of the Drinking Driver Program is to provide an alcohol education, intervention and treatment service to the residents of the County, it shall be the intent of the County to process referrals on the basis of meeting client needs to the extent possible, while maintaining, insofar as possible, equity in the distribution of referrals among all licensed Drinking Driver Programs.
- C23. AIDS PROTOCOL: Contractor shall develop a protocol on Acquired Immune Deficiency Syndrome (AIDS) as it relates to the services provided by the contractor. The protocol shall address staff training, client information, and treatment environment. The AIDS protocol shall be developed in consultation with the County's Administrator and shall be submitted to the County's Administrator for approval.
- C24. CLIENT SCHEDULE OPTIONS. CONTRACTOR shall maximize its accessibility to clients by providing face-to-face individual and group appointment options during both weekday hours and evenings or weekends, whenever possible.

## EXHIBIT D - DRINKING DRIVER PROGRAM FISCAL PROVISIONS

D1. PROGRAM FEES: Contractor shall be compensated on the basis of the following maximum fee-for-service rate:

- #A. \$232 per Wet Reckless client enrolled
- #B. \$49 1 per 3-month First Offense client enrolled
- #C. \$59 1 per 6-month First Offense client enrolled
- #D. \$1,065 per 12-month Multiple Offense client enrolled (arrested before January 1, 1990)
- #E. \$1,281 per 18-month Multiple Offense client enrolled (arrested on January 1, 1990 and after)

The above rate shall be charged all clients receiving services under this agreement except those clients given fee waivers. This rate shall be subject to change according to the provisions below as defined under "CHANGES IN FEES".

D2. COUNTY ADMINISTRATIVE FEES: Contractor agrees to remit to County the following fees for referral/tracking services and for administrative/monitoring services:

- #A. County Referral/Tracking fee (not included in program fees, but paid to Contractor by participants in addition to program fee):

- \$36.00 per Wet Reckless and First Offense client enrolled
  - \$53.00 per Multiple Offense client enrolled

- #B. County Administrative/Monitoring fee (included in program fees described in paragraph D1 of this Agreement):

- \$20.00 per Wet Reckless and First Offense client enrolled
  - \$30.00 per Multiple Offense client enrolled

The above fees shall be due County for each client enrolled regardless of whether or not client completes program. Contractor shall pay County the first monies collected by the program from a client. Administrative fees (including Referral/Tracking and Administrative/Monitoring fees) will not be paid for clients who have not paid Contractor any fees. The above fees shall be remitted to County according to conditions set forth below. This rate shall be subject to change according to the provisions of "CHANGES IN FEES", below.

Contractor agrees to remit to County all County administrative fees (Referral/Tracking and Administrative/Monitoring fees) as defined above. Fees shall be paid to County on a quarterly basis and shall be due within thirty (30) days after the close of the quarter. These fees shall be accompanied by a remittance fee report and a list of clients for whom fees are being paid. County reserves the right to withhold referrals in the event of late reports or late payments of these fees. Failure to remit fees shall be a basis for termination of the Agreement for cause, as defined in Exhibit B.

D3. CHANGES IN FEES: The above program fee and County administrative fees shall be in effect through the term of this Agreement unless changed by mutual consent of Contractor and the County Alcohol and Drug Program Administrator. The County Alcohol and Drug Program Administrator, upon approval of the State Department of Alcohol and Drug Programs, may approve a cost of living increase at a maximum rate of 5% per annum. Requests for changes in fees shall be submitted in writing to the Alcohol and Drug Program Administrator.

- D4. **ALLOWABLE SURPLUS:** Fees collected by Contractor from Drinking Driver Program clients shall be expended solely for Drinking Driver Program activities as defined in Exhibit C, as verified by the annual cost report, with the exception of allowable surplus (surplus which is ten percent or less of program revenue from total participant fees per annum, as defined in the County's policy, "Provider Report and Expenditure of Surplus Revenue"). Expenditure of allowable surplus may be made at the discretion of Contractor, as specified in that policy. The cost report is subject to audit by State and/or County.
- D5. **EXCESS SURPLUS:** Client fees, collected by Contractor as a result of providing services under this Agreement, in excess of the allowable surplus as defined in the County's policy, "Provider Report and Expenditure of Surplus Revenue", shall be used to support, enhance or enrich Contractor's drinking driver program. Except for allowable surplus, said funds may not be used to offset costs of other services provided by Contractor and may not be retained by Contractor as profit. All client fee revenue collected by Contractor under this Agreement shall be reported to County as specified in Exhibit D of this Agreement, and in the County's policy, "Provider Report and Expenditure of Surplus Revenue".
- D6. **ROLLOVER OF FEES REVENUE:** Fees collected in one fiscal year may be rolled-over into the following fiscal year in compliance with the County's policy, "Provider Report and Expenditure of Surplus Revenue".
- D7. **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.
- D8. **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. County's interest in County Administrative/Monitoring and Referral/Tracking fees shall be assigned to County.
- D9. **ANNUAL AUDIT:** Contractors who are recipients of \$250,000 or more of federal funds must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions. Audits shall usually be performed annually but not less frequently than every two years (if electing to do an audit every other year, the audit must be for both fiscal years). Recipients of less than \$250,000 a year in federal funds are exempt from A-133 audit requirements based upon a 1995 waiver received by the State Alcohol and Drug Department. Only costs of audits performed under Circular A-133 can be charged to the federal award.

An annual program specific audit will be required of contractors who receive from \$100,000 up to \$250,000 a year. Contractors who receive less than \$100,000 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.

## Exhibit E, 1999-2000

**COUNTY OF SANTA CRUZ**  
**Exhibit E - Revisions**

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

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

XX	Paragraph "3" of Exhibit "A" is hereby revised to read as follows:
----	--

COMPENSATION FOR CLIENT FEE-SUPPORTED CONTRACTS. Compensation to Contractor for services provided under this Agreement shall be on a client fee-for-services basis, and shall be made directly to Contractor by clients.

XX	Paragraph "3a" of Exhibit "B" is hereby revised to read as follows:
----	---

**RESPONSIBILITY FOR INVENTORY ITEMS.**

a. Any equipment, materials, supplies, or property of any kind purchased from funds advanced, reimbursed or funded under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars is defined an inventory item. Exclusive of items purchased by CONTRACTOR's client fee-supported programs covered under this Agreement, 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.

XX	Paragraph "27" of Exhibit "B" is hereby revised to read as follows:
----	---

TERMINATION DUE TO CESSATION OF FUNDING. Exclusive of client fee-supported programs covered under this Agreement, 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.

XX	Paragraph "28" of Exhibit "B" is hereby revised to read as follows:
----	---

EXTENSION OF TIME. Exclusive of client fee-supported programs covered under this Agreement, 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.

XX	Paragraph "29" of Exhibit "B" is hereby deleted. (See C 5.)
----	---

XX	Paragraph "30" of Exhibit "B" is hereby revised to read as follows:

WITHHOLDING OF PAYMENT. Exclusive of client fee-supported programs covered under this Agreement, 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.

XX	Paragraph "31" of Exhibit "B" is hereby revised to read as follows:

AUDIT REQUIREMENTS: 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.

XX	Paragraph "32" of Exhibit "B" is hereby revised to read as follows:

OVERPAYMENTS. Exclusive of client fee-supported programs covered under this Agreement, 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.

	An addition to said Agreement shall be as follows:

## EXHIBIT F-1

ASSURANCE OF NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES  
RECEIVING STATE FINANCIAL ASSISTANCE

Santa Cruz Community Counseling Center, (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, gender, color, or disability, be unlawfully denied the benefits of, or be unlawfully subjected to discrimination under any program receiving State financial assistance.

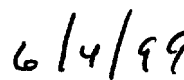
Recipient shall ensure that each of its employees are aware of the rights of ultimate beneficiaries and the responsibilities of recipients under Article 9.5, and make available to ultimate beneficiaries and other interested persons information regarding the provisions of Article 9.5 and implementing 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.

Santa Cruz Community Counseling Center  
195-A Harvey West Boulevard  
Santa Cruz, CA 95060



(Authorized Official)



(Date)

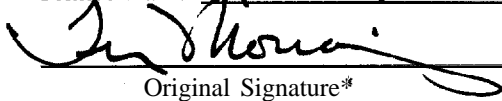


## EXHIBIT F-2

ASSURANCES 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 Santa Cruz Community Counseling Center (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 use" 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 use.
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\* TERRY MORRIS  
 Original Signature\* Executive Director Title 6/4/99 Date

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

ADP 7290 (4/92)

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

00 310

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

FROM: Health Services Agency (Dept.)  
C. Morley (Signature) 6/1/99 (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)  
CA 95066  
and Triad Community Services, 5271 Scotts Valley Drive, Suite 200, Scotts Valley, (Name & Address)
- The agreement will provide for authorization to operate a Young Adult 3-month First Offense,  
Young Adult  
Extended First Offense and Young Adult Wet Reckless Drinking Driver Program  
In Santa Cruz County.
- The agreement is needed. to provide the above-mentioned services.

- Period of the agreement is from July 1, 1999 to June 30, 2002.
- Anticipated cost is \$ None - Revenue Agreement \$7,318 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: This is a Revenue Agreement. Clients pay fees to contractor for services. County  
I will receive Administrative/Monitoring and Referral/Tracking Fees.

- Appropriations are budgeted in Revenue 364014 \$5,175 1616  
\$7.143 (Index#) 15619 b o b j e c t

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

Appropriations are available and have been encumbered. Contract No. R-434 Date 6/2/99  
N/A GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Libon Deputy

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
Health Services Agency Administrator to execute the same on behalf of the County  
Health Services  
(Agency).

44 (Analyst) B y WHS D a t e 6/1/99  
County Administrative Officer

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

Distribution:

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

\*To Orig. Dept. if rejected.

38  
ADM - 29 (095)

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  
By \_\_\_\_\_ Deputy Clerk

**AGREEMENT between the COUNTY OF SANTA CRUZ**

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

I Contract #R-434

Hereinafter called COUNTY and:

**TRIAD COMMUNITY SERVICES.**

527 I Scotts Valley Drive, Suite 200

Scotts Valley, CA 95066

Telephone: 438-352 1

Hereinafter called CONTRACTOR for: Drinking Driver Program Services

WHEREAS COUNTY has need of Drinking Driver Program Services, 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 a contract for such services,

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

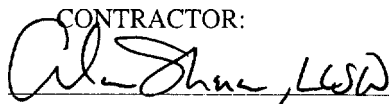
EXHIBITTITLE

A	Individual Contractor Information
B	Standard County/Agency Provisions
C	Specific Drinking Driver Program Provisions
D	Drinking Driver Program Fiscal Provisions
E	Revisions
F	Assurances

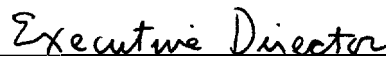
IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective: July 1, 1999 through June 30, 2002.

CONTRACTOR:

COUNTY:

  
 (Signature)

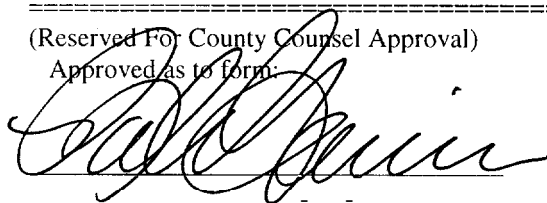
(Signature)

  
 (Title)

(Title)

(Reserved For County Counsel Approval)

Approved as to form:



Index # 364014  
 Subobject # 1616, 1619  
 Amount: \$ NA

(Reserved for Clerk of Board)

(DISTRIBUTION)

I County Administrative Officer  
 I County Counsel  
 I Auditor Controller  
 I Health Services Agency  
 I Contractor

EXHIBIT A - INDIVIDUAL CONTRACTOR INFORMATION

- A1. 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.
- A2. TERM: The term of this Agreement shall commence on July 1, 1999 and continue through and include June 30, 2002.
- A3. COMPENSATION FOR FEE-FOR-SERVICE CONTRACTS: County agrees to pay Contractor a total sum not to exceed Zero Dollars (\$00.00) for services performed during the term of this Agreement in accord with 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.

- A4. 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, Alcohol and Drug Program, 1060 Emeline Avenue, Santa Cruz, CA 95060, or to Contractor at: **TRIAD COMMUNITY SERVICES**, 527 I Scotts Valley Drive, Suite 200, Scotts Valley, CA 95066.

## 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 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 CONTRACTORS 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 COUNTYS 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.

B 12. 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 nonmerit 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.

AUD-129A

COUNTY OF SANTA CRUZ  
CONTRACTOR TAX INFORMATION311  
AUD-129A

This form must be completed and attached to all Forms ADM-29, or the Request for Approval of Agreement will not be signed by the AUDITOR-CONTROLLER

NAME OF CONTRACTOR (SAME AS ADM-29)

TRIAD COMMUNITY SERVICES

CONTRACTOR TAX ID# 17171 101213161910171

OR

CONTRACTOR DOES BUSINESS AS A(N)

CONTRACTOR IS A:

☐ INDIVIDUAL ☐ PARTNERSHIP  
☐ CORPORATION ☐ GOVERNMENT  
☐ FIDUCIARY ☒ OTHER NON-PROFIT CORPORATION

☐ RESIDENT; OR  
☐ NON-RESIDENT

OF CALIFORNIA

CONTRACTOR IS A(N) (CHECK ONLY IF APPLICABLE)

☐ REAL ESTATE AGENT ☐ MEDICAL CARE PROVIDER  
☐ HOSPITAL ☐ EXTENDED CARE FACILITY

COUNTY OFFICIAL

signature

date



- B 17. 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.
- B 18. 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.
- B 19. 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.
- B2 1. 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 live (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.

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 CONTRACTORS non-compliance 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.

B 14. 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.

B 15. 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.

B 16. 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.

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 DRINKING DRIVER PROGRAM PROVISIONS

## FISCAL PROVISIONS

- C1. 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 in Exhibit D, which shall be incorporated by reference in this agreement.
- c2. COST ALLOCATION: Contractor 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 agency 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.
- c3. REOPENING OF AGREEMENT: Contractor may submit a written request to County's Administrator to obtain approval of County to reopen Agreement. In no event shall Contractor provide services not covered under this Agreement until a written amendment to this Agreement is approved by County.
- c4. 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.
- c5. 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 agrees to retain books and accounting records pertinent to this Agreement for not less than five (5) years after final client services provided under this Agreement, or three years after end of client services if a final audit report is accepted by the County, which ever occurs first. 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.
- C6. COMPENSATION: Compensation to Contractor for services provided under this Agreement shall be on a fee-for-services basis, and shall be made directly to Contractor by clients referred to Contractor by the County's Drinking Driver Program. Such fees shall be based upon the client's ability to pay, but shall not be in excess of the maximum allowable program fees set forth in Exhibit D of this Agreement, or in any written amendment to this Agreement. Contractor agrees to be at-risk for all costs not covered by client fees. In no event shall County be liable for any costs incurred by Contractor in providing services under this Agreement.
- c7. CLIENT FEE SCALE: Contractor must collect fees from clients receiving services under this Agreement. No client may be denied service solely on the basis of ability to pay.

## MISCELLANEOUS PROVISIONS:

- C8. ATTENDANCE AND REPORTS AT ALCOHOL AND DRUG ABUSE COMMISSION MEETINGS: Contractor's Executive Director/Superintendent, or his/her designees, 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.
- c9. MEETING ATTENDANCE: Contractor's Director of Drinking Driver Program or designee shall attend regularly scheduled providers' meetings facilitated by the County Drinking Driver Program Coordinator.
- C10. 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 Code of Regulations - Title 9 Chapter 3, provisions of AB 541 (chaptered 1981), SB 2232 (chaptered 1983), SB 1344 (chaptered 1989), SB 1623 (chaptered 1990), AB 762 (chaptered 1998), SB 1176 (chaptered 1998) 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.
- Cl 1. CALIFORNIA LAW: This Agreement shall be construed and interpreted according to the laws of the State of California.
- C12. 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 13. 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 14. 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 addresses 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 officers and shareholders. If lessor or sublessor is a partnership, it 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,
- Cl 5. CLIENT RECORDS: Contractor shall maintain individual client records for each client. Such records must contain copies of data from County Drinking Driver Program office (i.e. sentencing and referral information from courts, completion/termination data, client progress report form, correspondence, etc.), client assessment information, record of services provided, and record of referrals to community resources. Records shall also include identifying data, social and financial data and a record of service provided by various personnel in sufficient detail to make possible evaluation by County's Administrator, or his/her designee, of services rendered. County, at its option, may take custody of Contractor's client records upon termination of services by Contractor or upon revocation of program licensure by the State Department of Alcohol and Drug Program. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. County agrees it shall maintain Contractor's client records in its possession for a period of 4 years after client completion or termination of a program, and shall grant Contractor access to said records for purpose of litigation and /or corporate business.

- C16. **DEFINITION OF CLIENT:** For the purposes of this Agreement, a client shall be defined as any individual who has enrolled in Contractor's drinking driver program.
- C17. **SCOPE OF SERVICES:** Contractor agrees to provide the following services:
- #A. **YOUNG ADULT FIRST OFFENDER DRINKING DRIVER PROGRAM** services in compliance with SB 1344, SB 1623, AB 762 and SB 1176 and provider's SB 1344 protocol incorporated herein by reference, The protocol is considered updated by Contractor's re-licensure applications as they are approved by the County and the State Department of Alcohol and Drug Programs. Service levels include:
- #1. **Wet Reckless Program:** Compliance with minimum requirements for operation of SB 1176 "Wet Reckless" Programs by the State Department of Alcohol and Drug Programs and included herein by reference.
- #2. **Young Adult 3-Month First Offender Program -** For young adult first offenders with a Blood Alcohol Content of under .20, compliance with minimum requirements for operation of SB 38, SB 1344, and SB 1623 Drinking Driver Programs by the State Department of Alcohol and Drug Programs and included herein by reference.
- #3. **Extended (Six-month) Young Adult First Offender Program -** For young adult first offenders with a Blood Alcohol Content of .20 and above, who have been court-ordered to an extended First Offender Program, compliance with minimum requirements for operation of AB 762 Drinking Driver Programs by the State Department of Alcohol and Drug Programs and included herein by reference. The program shall also include the monitoring of at least 12 Alcoholics Anonymous sessions or other self-help meetings, pending State approval.
- C18. **ADMISSION POLICIES:** First Offender clients age 21 and older at the time of the original sentencing must attend an adult drinking driver program. First Offender clients under age 21 at the time of original sentencing must attend a young adult program.
- C19. **LENGTH OF PROGRAM:** The length of the Wet Reckless, 3-month and Extended First Offense Programs shall comply with the requirements of the Title 9, Chapter 3, California Code of Regulations. The 3-month Program shall be a minimum of three months, including rescheduled missed client sessions, and the Extended First Offender Program shall be a minimum of six months, including rescheduled missed client sessions. Length of Multiple Offense Program shall meet requirements of Title 9, Chapter 3, California Code of Regulations.
- C20. **REPORTING REQUIREMENTS:** Programs shall report successful completion or failure to participate or complete to the Drinking Driver Program office within fifteen calendar days.
- C21. **PROGRAM PROTOCOL:** First offense program protocol is defined in "Triad First Offender Drinking Driver Program Application", dated June 18, 1990. The protocol is considered updated by Contractor's re-licensure applications as they are approved by the County and the State Department of Alcohol and Drug Programs. Protocol and update shall be consistent with California State Health and Safety Code, Chapter 9, part II, Division 10.5, sec. 11837 and 11838 and Title 9, Chapter 3, sections 9795 et seq., California Code of Regulations, Requested modifications to protocol shall be submitted in writing to County Alcohol Program Administrator for review and recommendations for approval prior to submission of modifications to the State Department of Alcohol and Drug Programs.



- C22. **CLIENT REFERRAL:** County shall act as the intermediary between County courts and Contractor on all matters relating to clients of Drinking Driver Programs. Recognizing that the first priority of the Drinking Driver Program is to provide an alcohol education, intervention and treatment service to the residents of the County, it shall be the intent of the County to process referrals on the basis of meeting client needs to the extent possible, while maintaining, insofar as possible, equity in the distribution of referrals among all licensed Drinking Driver Programs.
- C23. **AIDS PROTOCOL:** Contractor shall develop a protocol on Acquired Immune Deficiency Syndrome (AIDS) as it relates to the services provided by the contractor. The protocol shall address staff training, client information, and treatment environment. The AIDS protocol shall be developed in consultation with the County's Administrator and shall be submitted to the County's Administrator for approval.
- C24. **CLIENT SCHEDULE OPTIONS.** CONTRACTOR shall maximize its accessibility to clients by providing face-to-face individual and group appointment options during both weekday hours and evenings or weekends, whenever possible.

## EXHIBIT D - DRINKING DRIVER PROGRAM FISCAL PROVISIONS

- D1. PROGRAM FEES: Contractor shall be compensated on the basis of the following maximum fee-for-service rate:

- #A. \$304 per Wet Reckless client enrolled
- #B. \$614 per 3-month First Offense client enrolled
- #C. \$834 per 6-month First Offense client enrolled

The above rate shall be charged all clients receiving services under this agreement except those clients given fee waivers or reduced program fees as provided for in Title 9, Chapter 3, California Code of Regulations. This rate shall be subject to change according to the provisions below as defined under "CHANGES IN FEES".

- D2. COUNTY ADMINISTRATIVE FEES: Contractor agrees to remit to County the following fees for referral/tracking services and for administrative/monitoring services:

- #A. County Referral/Tracking fee (not included in program fees, but paid to Contractor by participants in addition to program fee):

\$36.00 per Wet Reckless and First Offense client enrolled

- #B. County Administrative/Monitoring fee (included in program fees described in paragraph D1 of this Agreement):

\$20.00 per Wet Reckless and First Offense client enrolled

The above fees shall be due County for each client enrolled regardless of whether or not client completes program. Contractor shall pay County the first monies collected by the program from a client. Administrative fees (including Referral/Tracking and Administrative/Monitoring fees) will not be paid for clients who have not paid Contractor any fees. The above fees shall be remitted to County according to conditions set forth below. This rate shall be subject to change according to the provisions of "CHANGES IN FEES", below.

Contractor agrees to remit to County all County administrative fees (Referral/Tracking and Administrative/Monitoring fees) as defined above. Fees shall be paid to County on a quarterly basis and shall be due within thirty (30) days after the close of the quarter. These fees shall be accompanied by a remittance fee report and a list of clients for whom fees are being paid. County reserves the right to withhold referrals in the event of late reports or late payments of these fees. Failure to remit fees shall be a basis for termination of the Agreement for cause, as defined in Exhibit B.

- D3. CHANGES IN FEES: The above program fee and County administrative fees shall be in effect through the term of this Agreement unless changed by mutual consent of Contractor and the County Alcohol and Drug Program Administrator. The County Alcohol and Drug Program Administrator, upon approval of the State Department of Alcohol and Drug Programs, may approve a cost of living increase at a maximum rate of 5% per annum. Requests for changes in fees shall be submitted in writing to the Alcohol and Drug Program Administrator.

- D4. **ALLOWABLE SURPLUS:** Fees collected by Contractor from Drinking Driver Program clients shall be expended solely for Drinking Driver Program activities as defined in Exhibit C, as verified by the annual cost report, with the exception of allowable surplus (surplus which is ten percent or less of program revenue from total participant fees per annum, as defined in the County's policy, "Provider Report and Expenditure of Surplus Revenue"). Expenditure of allowable surplus may be made at the discretion of Contractor, as specified in that policy. The cost report is subject to audit by State and/or County.
- D5. **EXCESS SURPLUS:** Client fees, collected by Contractor as a result of providing services under this Agreement, in excess of the allowable surplus as defined in the County's policy, "Provider Report and Expenditure of Surplus Revenue", shall be used to support, enhance or enrich Contractor's drinking driver program. Except for allowable surplus, said funds may not be used to offset costs of other services provided by Contractor and may not be retained by Contractor as profit. All client fee revenue collected by Contractor under this Agreement shall be reported to County as specified in Exhibit D of this Agreement, and in the County's policy, "Provider Report and Expenditure of Surplus Revenue".
- D6. **ROLLOVER OF FEES REVENUE:** Fees collected in one fiscal year may be rolled-over into the following fiscal year in compliance with the County's policy, "Provider Report and Expenditure of Surplus Revenue".
- D7. **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.
- D8. **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. County's interest in County Administrative/Monitoring and Referral/Tracking fees shall be assigned to County.
- D9. **ANNUAL AUDIT:** Contractors who are recipients of \$250,000 or more of federal funds must comply with Office of Management and Budget (OMB) Circular A- 133, Audits of Institutions of Higher Education and other Non-Profit Institutions. Audits shall usually be performed annually but not less frequently than every two years (if electing to do an audit every other year, the audit must be for both fiscal years). Recipients of less than \$250,000 a year in federal funds are exempt from A-1 33 audit requirements based upon a 1995 waiver received by the State Alcohol and Drug Department. Only costs of audits performed under Circular A- 133 can be charged to the federal award.

An annual program specific audit will be required of contractors who receive from \$100,000 up to \$250,000 a year. Contractors who receive less than \$100,000 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.

**Exhibit E**

**COUNTY OF SANTA CRUZ  
Exhibit E - Revisions**

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

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

XX	Paragraph "3" of Exhibit "A" is hereby revised to read as follows:
----	--

COMPENSATION FOR CLIENT FEE-SUPPORTED CONTRACTS: Compensation to Contractor for services provided under this Agreement shall be on a client fee-for-services basis, and shall be made directly to Contractor by clients.

xx	Paragraph "3a" of Exhibit "B" is hereby revised to read as follows:
----	---

**RESPONSIBILITY FOR INVENTORY ITEMS.**

a. Any equipment, materials, supplies, or property of any kind purchased from funds advanced, reimbursed or funded under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars is defined an inventory item. Exclusive of items purchased by CONTRACTOR's client fee-supported programs covered under this Agreement, 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.

XX	Paragraph "27" of Exhibit "B" is hereby revised to read as follows:
----	---

TERMINATION DUE TO CESSATION OF FUNDING. Exclusive of client fee-supported programs covered under this Agreement, 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.

XX	Paragraph "28" of Exhibit "B" is hereby revised to read as follows:
----	---

EXTENSION OF TIME. Exclusive of client fee-supported programs covered under this Agreement, 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.

XX	Paragraph "29" of Exhibit "B" is hereby deleted. (See C 5.)
----	---

XX	Paragraph "30" of Exhibit "B" is hereby revised to read as follows:
----	---

WITHHOLDING OF PAYMENT. Exclusive of client fee-supported programs covered under this Agreement, 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.

XX	Paragraph "31" of Exhibit "B" is hereby revised to read as follows:
----	---

AUDIT REQUIREMENTS: 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.

XX	Paragraph "32" of Exhibit "B" is hereby revised to read as follows:
----	---

OVERPAYMENTS. Exclusive of client fee-supported programs covered under this Agreement, 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.

	An addition to said Agreement shall be as follows:

## EXHIBIT F-1

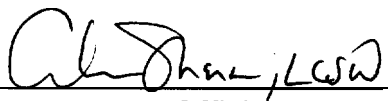
ASSURANCE OF NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES  
RECEIVING STATE FINANCIAL ASSISTANCE

Triad Community Services, (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, gender, color, or disability, 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.

Triad Community Services  
527 1 Scotts Valley Drive, Suite 200  
Scotts Valley, CA 95066

  
\_\_\_\_\_  
(Authorized Official)

(Date)

6/2/99

## EXHIBIT F-2

ASSURANCES REGARDING THE NO UNLAWFUL  
USE OF DRUGS OR ALCOHOL

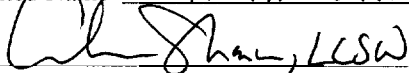
Consistent with the requirements of California Health and Safety Code, Division 10.5, Sections 11999 through 11999.3 (SB 1377), Statutes of 1989, Chapter 1429, and on behalf of Triad Community Services (official program name) the undersigned person does hereby assure that:

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 use" 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 use.
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\*

ALAN SHERER, LCSW

Original Signature\*



Title

Executive Director

Date

6/2/99

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

ADP 7290 (4/92)

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

001332

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

FROM:

HEALTH SERVICES AGENCY

(Dept.)

*C. Morley*

(Signature)

6/1/99

(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 Santa Cruz Community Counseling Center, 195-A Harvey West Blvd., Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide for authorization to operate a Deferred Judgment Drug Program in Santa Cruz County.
- The agreement is needed to provide the above-mentioned services.
- Period of the agreement is from July 1, 1999 to June 30, 2002
- Anticipated cost is \$ None - Revenue Agreement \$6,424 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: This is a Revenue Agreement. Clients pay fees to contractor for services. County will receive Administrative/Monitoring fees.
- Appropriations are budgeted in 364014 \$6,424 (Index#) 2022 (Subobject)

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

Appropriations <sup>are</sup> available and <sup>have been</sup> encumbered.  
<sub>are not</sub> <sub>will be</sub>

Contract No. R572

Date 6/2/99

GARY A. KNUTSON, Auditor - Controller

By *Ronald J. Silva*

Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Agency Administrator to execute the same on behalf of the County

Health Services

(Agency).

County Administrative Officer

Remarks:

*LS*

(Analyst)

By *LS*

Date 6/3/99

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

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

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 \_\_\_\_\_

By \_\_\_\_\_ Deputy Clerk

38

AD 11-29 (6/95)



AUD-129A

COUNTY OF SANTA CRUZ  
CONTRACTOR TAX INFORMATION

AUD-129A

This form must be completed and attached to all Forms ADM-29, or the Request for Approval of Agreement will not be signed by the AUDITOR-CONTROLLER

NAME OF CONTRACTOR (Sk?!! IS ADM-29) SANTA CRUZ COMMUNITY COUNSELING CENTER

CONTRACTOR TAX ID# 1213117152901 OR

CONTRACTOR DOES BUSINESS AS F, (N) CONTRACTOR IS A:

- ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ RESIDENT; OR  
☐ CORPORATION ☐ GOVERNMENT ☐ NON-RESIDENT  
☐ FIDUCIARY ☒ OTHER NON-PROFIT ORGANIZATION CF CALIFORNIA

CONTRACTOR IS A(N) (CHECK ONLY IF APPLICABLE)

- ☐ REAL ESTATE AGENT ☐ MEDICAL CARE PROVIDER  
☐ HOSPITAL ☐ EXTENDED CARE FACILITY

COUNTY OFFICIAL

signature

date

**AGREEMENT between the COUNTY OF SANTA CRUZ**

COUNTY Dept/Agency: <b>HEALTH SERVICES AGENCY</b>	Contract #R-572
Alcohol and Drug Program	

Hereinafter called COUNTY and:

**SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.**

195-A Harvey West Blvd.

Santa Cruz, CA 95060

Telephone: 469-1 700

Hereinafter called CONTRACTOR for: Deferred Judgment Drug Program Services

WHEREAS COUNTY has need of Deferred Judgment Drug Program Services, 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 a contract for such services,

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

<u>EXHIBIT</u>	<u>TITLE</u>
A	Individual CONTRACTOR Information
B	Standard COUNTY/Agency Provisions
C	Specific Deferred Judgment Drug Program Provisions
D	Deferred Judgment Drug Program Fiscal Provisions
E	Revisions
F	Assurances

IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective: July 1, 1999 through June 30, 2002.

CONTRACTOR:



(Signature)

**Executive Director**

(Title)

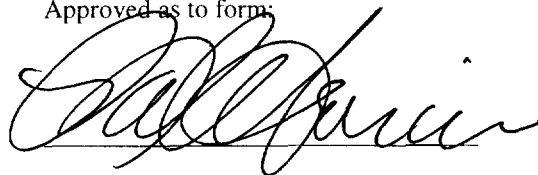
COUNTY:

(Signature)

(Title)

(Reserved For COUNTY Counsel Approval)

Approved as to form:



(Reserved for Clerk of Board)

Index	# 364014
Subobject	# 2022 (User Code 505)

Amount: \$ NA

(DISTRIBUTION)

I COUNTY Administrative Officer

I COUNTY Counsel

I Auditor Controller

I Health Services Agency

I CONTRACTOR

## EXHIBIT A - INDIVIDUAL CONTRACTOR INFORMATION

- A1. 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.
- A2. TERM: THE TERMS of this Agreement shall commence on July 1, 1999 and continue through and include June 30, 2002.
- A3. COMPENSATION FOR FEE-FOR-SERVICE CONTRACTS: County agrees to pay Contractor a total sum not to exceed Zero Dollars (\$00.00) for services performed during the term of this Agreement in accord with 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.

- A4. 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, Alcohol and Drug Program, 1060 Emeline Avenue, Santa Cruz, CA 95060, or to Contractor at: Santa Cruz Community Counseling Center Inc., 195-A Harvey West Blvd, Santa Cruz, CA 95060.

## COUNTY OF SANTA CRUZ

## EXHIBIT B - STANDARD COUNTY/AGENCY PROVISIONS

- B1. **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 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 IO. 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.

B 12. 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 nonmerit 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 non-compliance 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.

B 14. 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.

B 15. 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.

B 16. 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.

- B 17. 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.
- B 18. 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.
- B 19. 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.
- B2 I. 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.

B3 I. **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 CONTRACTORS 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.

COUNTY OF SANTA CRUZ  
EXHIBIT C - SPECIFIC DEFERRED JUDGMENT DRUG PROGRAM PROVISIONS

- C.I. SCOPE OF SERVICES: CONTRACTOR agrees to provide the following services to court-referred or self-referred individuals:
- #A. DEFERRED JUDGMENT DRUG PROGRAM SERVICE in compliance with AB 3555 (1992) and SB 1369 (1996), COUNTY'S Deferred Judgment Drug Program certification standards and CONTRACTOR'S Deferred Judgment Drug Program Protocol incorporated herein by reference, and consisting of twenty-two client contact hours over a minimum of ten weeks, with three distinct program components: assessment, education, and counseling, by regular program activities or through Individualized Treatment activities, as determined through client assessment. Intensive Intervention Treatment may be required by CONTRACTOR and by the referring Court in lieu of participation in regular program activities when a client's termination from the program is imminent, as an alternative to termination, and will consist of resources outside of the program which offer sliding scale fees to \$0. CONTRACTOR will monitor client participation in all Intensive Intervention Treatment both inside and outside of the agency.
- c2. PROGRAM PROTOCOL: Program protocol is defined in ALTO's "Deferred Judgment Drug Program Protocol". Protocol shall be consistent with California Penal Code, Title 8, Part 2, sections 1000 et sec. Requested modifications to protocol shall be submitted in writing to COUNTY Alcohol and Drug Program Administrator for review and approval.
- c3. DEFINITION OF CLIENT: For the purposes of this Agreement a client shall be defined as any individual who has enrolled in CONTRACTOR'S Deferred Judgment Drug Program.
- c4. PROGRAM GOALS AND OBJECTIVES: The Program's Mission Statement, as contained in its protocol, shall comprise program goals and objectives.
- c5. BILINGUAL/BICULTURAL SERVICES: All program activities, services and materials shall be available upon request in English and Spanish languages, and biculturally, at all program locations, as warranted by client flow.
- C6. CLIENT SCHEDULE OPTIONS: CONTRACTOR shall maximize its accessibility to clients by providing program activities on a combination of weekdays, evenings and weekends, as warranted by client flow.
- c7. CLIENT RECORDS: CONTRACTOR shall maintain individual client records for each client, Such records must contain copies of data from referring agencies (i.e. sentencing and referral information from courts), completion/termination data, client progress report form, correspondence, client assessment information, record of services provided, and record of referrals to community resources. Records shall also include identifying data, social and financial data and a record of service provided by various personnel in sufficient detail to make possible evaluation by COUNTY'S Administrator, or his/her designee, of services rendered, COUNTY, at its option, may take custody of CONTRACTOR'S client records upon termination of services by CONTRACTOR or upon revocation of program certification by the COUNTY'S Administrator. COUNTY agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. COUNTY agrees it shall maintain CONTRACTOR'S client records in its possession for a period of 4 years after client completion or termination of a program, and shall grant CONTRACTOR access to said records for purpose of litigation and /or corporate business.
- C8. REPORTING REQUIREMENTS: Programs shall report successful completion or failure to participate or complete within fifteen calendar days to the referring Court Clerk's or referring agency's office, or in compliance with Santa Cruz COUNTY court reporting requirements, whichever is sooner.

- c9. CLIENT FEE SCALE: CONTRACTOR must collect fees from clients receiving services under this Agreement. No client may be denied service solely on the basis of lack of ability to pay. CONTRACTOR must develop a client fee schedule, which shall be approved by COUNTY'S Administrator and incorporated into this Agreement as Exhibit D-1.
- C10. COUNTY AS COURT OR CLIENT LIAISON: COUNTY shall act as the intermediary between COUNTY courts or clients and CONTRACTOR on matters relating to the Deferred Judgment Drug Program as needed
- C11. ATTENDANCE AND REPORTS AT ALCOHOL AND DRUG ABUSE COMMISSION MEETINGS: CONTRACTOR'S Executive Director/Superintendent, or his/her designees, 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.
- C12. CONTRACTOR'S MEETING ATTENDANCE: CONTRACTOR'S Director of the Deferred Judgment Drug Program or designee shall attend regularly scheduled providers' meetings facilitated by the COUNTY Deferred Judgment Drug Program Coordinator.
- C13. AIDS PROTOCOL: CONTRACTOR shall develop a protocol on Acquired Immune Deficiency Syndrome (AIDS) as it relates to the services provided by the CONTRACTOR. The protocol shall address staff training, client information, and treatment environment. The AIDS protocol shall be developed in consultation with the COUNTY'S Administrator and shall be submitted to the COUNTY'S Administrator for approval.
- C14. PROGRAM CERTIFICATION AND RECERTIFICATION: Contracting by the COUNTY Health Services Agency with the program for provision of the Deferred Judgment Drug Program shall constitute Deferred Judgment Drug Program certification by the COUNTY Alcohol and Drug Program Administrator. Recontracting by the COUNTY Health Services Agency with the program for provision of the Deferred Judgment Drug Program shall constitute Deferred Judgment Drug Program recertification by the COUNTY Alcohol and Drug Program Administrator. Certification and recertification may be subsequently revoked for failure to comply with State program standards, COUNTY certification standards, program protocol or with the terms of this Agreement by providing CONTRACTOR with written notice of default, as provided for in Exhibit B, Paragraph 25.
- C15. REOPENING OF AGREEMENT: CONTRACTOR may submit a written request to COUNTY'S Administrator to obtain approval of COUNTY to reopen Agreement. In no event shall CONTRACTOR provide services not covered under this Agreement until a written amendment to this Agreement is approved by COUNTY.
- C16. PROOF OF INSURANCE: In addition to insurance provisions in item B33 (b)(2)(d), 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).
- C17. 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.

- C18. 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 addresses 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 officers and shareholders. If lessor or sublessor is a partnership, it 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.
- C19. ANNUAL PROGRAM EVALUATION: As provided for in the protocol, CONTRACTOR shall provide the COUNTY Alcohol and Drug Program Administrator with an annual program evaluation to track program effectiveness, which shall be submitted within sixty days after close of the fiscal year.

COUNTY OF SANTA CRUZ  
EXHIBIT D - DEFERRED JUDGMENT DRUG PROGRAM FISCAL PROVISIONS

- D1. CLIENT FEES: CONTRACTOR shall be compensated on the basis of the following maximum program fee-for-service rate:

#A. \$530.00 per Deferred Judgment Drug Program client enrolled

The above rate shall be charged all clients receiving services under this Agreement except as indicated in CONTRACTOR'S sliding fee scale attached as Exhibit #D-1 of this Agreement. This rate shall be subject to change according to the provisions below as defined under "CHANGES IN FEES".

CONTRACTOR shall charge only those additional fees (e.g., rescheduling fees, Non-sufficient funds fees) as have been approved by the COUNTY Alcohol and Drug Program Administrator.

No client may be denied service solely on the basis of lack of ability to pay.

- D2. ADMINISTRATIVE/MONITORING FEE: CONTRACTOR agrees to remit to COUNTY the following fees for administrative and monitoring program services:

#A. COUNTY Administration and Monitoring: 5.2% of gross program revenue collected

Said fees shall be paid to COUNTY on a quarterly basis and shall be due within thirty (30) days after the close of the quarter. Administrative/Monitoring fees shall be accompanied by a remittance fee report and a financial report of cash receipts on which fees are being paid. Failure to remit Administrative/Monitoring fees shall be a basis for termination of the Agreement for cause as defined in Exhibit B, Paragraph 25.

- D3. CHANGES IN FEES: The above client fee and Administrative/Monitoring fees shall be in effect through the term of this Agreement unless changed by mutual consent of CONTRACTOR and the COUNTY Alcohol and Drug Program Administrator. The COUNTY Alcohol and Drug Program Administrator may approve a cost of living increase at a maximum rate of 5% per annum. Cost of living increases shall take into consideration 1) the Consumer Price Index, All Items, for the San Francisco-Oakland-San Jose area, as published by the United States Department of Labor, Bureau of Labor Statistics, using the latest base available from the Bureau of Labor Statistics, and 2) CONTRACTOR cost report and budget information. Requests for changes in fees shall be submitted in writing to the Alcohol and Drug Program Administrator.
- D4. ALLOWABLE SURPLUS CLIENT FEE REVENUE: Fees collected from the Deferred Judgment Drug Program clients shall be expended solely for Deferred Judgment Drug Program activities as defined in Exhibit C, as verified by the annual cost report, with the exception of allowable surplus (surplus which is ten percent or less of program revenue from total participant fees per annum). Expenditure of allowable surplus may be made at the discretion of CONTRACTOR.
- D5. EXCESS SURPLUS CLIENT FEE REVENUE: Revenue in the form of client fees, collected by CONTRACTOR as a result of providing services under this Agreement, in excess of the allowable surplus as defined in Exhibit D, shall be used to support, enhance or enrich CONTRACTOR'S Deferred Judgment Drug Program. Except for allowable surplus, said funds may not be used to offset costs of other services provided by CONTRACTOR and may not be retained by CONTRACTOR as profit. All client fee revenue collected by CONTRACTOR under this Agreement shall be reported to COUNTY as specified in Exhibit D of this Agreement.

- D6. **ROLLOVER OF EXCESS SURPLUS FEE REVENUE:** Fees collected in excess of allowable surplus in one fiscal year shall be rolled over into the following fiscal year into the Deferred Judgment Drug Program and shall be expended in that year. Excess surplus shall be identified as such in the cost report for the year in which it is generated, and in the budget and cost report for the year into which it is rolled over.
- D7. **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 in Exhibit D, which shall be incorporated by reference in this agreement.
- D8. **COST ALLOCATION:** CONTRACTOR 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 agency 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.
- D9. **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 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.
- D10. **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 agrees to retain books and accounting records pertinent to this Agreement for not less than five (5) years after final client services provided under this Agreement, or three years after end of client services if a final audit report is accepted by the COUNTY, whichever ever occurs first. 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.

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.

- D11. **COMPENSATION:** Compensation to CONTRACTOR for services provided under this Agreement shall be on a fee-for-services basis, and shall be made directly to CONTRACTOR by clients. Such fees shall be based upon the client's ability to pay, but shall not be in excess of the maximum allowable fees set forth in Exhibit D of this Agreement, or in any written amendment to this Agreement. CONTRACTOR agrees to be at-risk for all costs not covered by client fees. In no event shall COUNTY be liable for any costs incurred by CONTRACTOR in providing services under this Agreement.
- D12. **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.
- D13. **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. COUNTY'S interest in COUNTY Administrative/Monitoring fees shall be assigned to COUNTY.



**SLIDING FEE SCALE  
DEFERRED JUDGMENT DRUG PROGRAM**

<u>Annual Income</u>	<u>Fee</u>	<u>Intake/Exit</u>	<u>Group</u>
<b>\$0 - 1,499</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>1,500 - 1,799</b>	<b>148.00</b>	<b>16.00</b>	<b>11.60</b>
<b>1,800 - 2,099</b>	<b>180.00</b>	<b>19.00</b>	<b>14.20</b>
<b>2,100 - 2,399</b>	<b>206.00</b>	<b>22.00</b>	<b>16.20</b>
<b>2,400 - 2,699</b>	<b>238.00</b>	<b>25.00</b>	<b>18.80</b>
<b>2,700 - 2,999</b>	<b>270.00</b>	<b>29.00</b>	<b>21.20</b>
<b>3,000 - 3,299</b>	<b>297.00</b>	<b>32.00</b>	<b>23.30</b>
<b>3,300 - 3,599</b>	<b>327.00</b>	<b>35.00</b>	<b>25.70</b>
<b>3,600 - 3,899</b>	<b>355.00</b>	<b>38.00</b>	<b>27.90</b>
<b>3,900 - 4,199</b>	<b>397.00</b>	<b>43.00</b>	<b>31.10</b>
<b>4,200 - 4,499</b>	<b>419.00</b>	<b>45.00</b>	<b>32.90</b>
<b>4,500 - 4,799</b>	<b>440.00</b>	<b>47.00</b>	<b>34.60</b>
<b>4,800 - 5,099</b>	<b>477.00</b>	<b>51.00</b>	<b>37.50</b>
<b>5,100 - 5,399</b>	<b>508.00</b>	<b>54.00</b>	<b>40.00</b>
<b>5,400</b>	<b>530.00</b>	<b>56.00</b>	<b>41.80</b>

**Exhibit E, 1997-98****COUNTY OF SANTA CRUZ  
Exhibit E - Revisions**

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

XX	Paragraph "3" of Exhibit "A" is hereby revised to read as follows:
COMPENSATION FOR CLIENT FEE-SUPPORTED CONTRACTS: Compensation to Contractor for services provided under this Agreement shall be on a client fee-for-services basis, and shall be made directly to Contractor by clients.	

XX	Paragraph "3a" of Exhibit "B" is hereby revised to read as follows:
RESPONSIBILITY FOR INVENTORY ITEMS: a. Any equipment, materials, supplies, or property of any kind purchased from funds advanced, reimbursed or funded under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars is defined an inventory item. Exclusive of items purchased by CONTRACTOR'S client fee-supported programs covered under this Agreement, 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.	

XX	Paragraph "20" of Exhibit "B" is hereby revised to read as follows:
VOLUNTEERS: CONTRACTOR agrees not to fill budgeted positions with volunteer workers without the express written consent of the COUNTY. Individuals serving as student interns under the direct supervision of CONTRACTOR'S employees shall not be considered as volunteers for the purposes of this Agreement.	

XX	Paragraph "25a" of Exhibit "B" is hereby revised to read as follows:
NOTICE OF 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. Written notice of termination shall also revoke program certification.	

XX	Paragraph "27" of Exhibit "B" is hereby revised to read as follows:
TERMINATION DUE TO CESSATION OF FUNDING: Exclusive of client fee-supported programs covered under this Agreement, 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.	

XX Paragraph "28" of Exhibit "B" is hereby revised to read as follows:

EXTENSION OF TIME: Exclusive of client fee-supported programs covered under this Agreement, 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.

XX Paragraph "29" of Exhibit "B" is hereby deleted. (See D 10.)

XX Paragraph "30" of Exhibit "B" is hereby revised to read as follows:

WITHHOLDING OF PAYMENT: Exclusive of client fee-supported programs covered under this Agreement, 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.

XX Paragraph "31" of Exhibit "B" is hereby revised to read as follows:

COMPLIANCE REQUIREMENTS: 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.

XX Paragraph "32" of Exhibit "B" is hereby revised to read as follows:

OVERPAYMENTS: Exclusive of client fee-supported programs covered under this Agreement, 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.

## EXHIBIT F- 1

ASSURANCE OF NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES  
RECEIVING STATE FINANCIAL ASSISTANCE

Santa Cruz Community Counseling Center, (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, gender, color, or disability, 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.

Santa Cruz Community Counseling Center  
195-A Harvey West Boulevard  
Santa Cruz, CA 95060



(Authorized Official)

6/4/99.

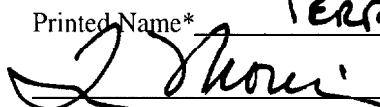
(Date)

EXHIBIT F-2

ASSURANCES 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 Santa Cruz Community Counseling Center (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 use" 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 use.
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\* TERRY MORIARTY  
 Original Signature\* Bee Duce Title 6/4/99 Date

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

ADP 7290 (4/92)