



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

0277

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(408) 454-4066 FAX: (408) 454-4770
TDD: (408) 454-4123

AGENDA: December 14, 1999

November 29, 1999

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean St., Fifth Floor
Santa Cruz, CA. 95061

SUBJECT: Approval of Contract and Budget for Adolescent Drug Treatment Services
and Related Recommendations

Dear Members of the Board:

Background:

Beginning in June of 1998, your Board directed various county departments to develop plans and recommendations to fill critical service gaps for adolescents with drug addiction problems. On November 9th, your Board accepted a report on the progress of the voluntary drug residential treatment center for youth (see attachment 1). This report noted the availability of a temporary site for the program to open in March, 2000, and proposed considering the development of a long-term site on the County-owned property on San Andreas Road, the previous location of Sunflower Youth Services. Your Board directed staff to return with a program update and a final budget and contract for these important services.

Program Update:

The Health Services Agency, the Human Resource Agency, County Administrative Office and staff from the Santa Cruz Community Counseling Center, Inc. are working collaboratively on development of this project. Work to date includes planning for a permanent site for the program, assessing optimal program and architectural models and developing an appropriate timeline and budget for the land use process and developing a plan for construction or other work that may be necessary. Initial funding

of \$25,000 has been identified in Mental Health program revenues to begin planning and assessment of the San Andreas Road site.

The first step will be to review the architectural drawings which were prepared in 1992 when Sunflower House was planning to build a new facility at the San Andreas Road location. This project never moved past the preliminary design and permit phase. The specific task will be to determine if the 1992 plans are in line with current land use regulations and ordinances, and to assess issues which were present in 1992 or may have emerged since then. The issues to be evaluated include site access, land use issues, drinking water supply and sewer or septic management. This review and assessment process will include scrutiny of neighborhood compatibility, design features, implementation timelines, and related matters.

Based on this analysis, staff will review and consider whether this is the most appropriate use of the San Andreas Site, as well as other potential locations for a permanent facility for the residential drug treatment program for adolescents.

Additionally, we will be working in cooperation with the District Attorney's Office, for addressing parents' share of costs. As discussed in the November 9th Board letter, this is a potential obstacle for some families and will require a solution such as a flexible family payment schedule.

Budget: A revised budget has been submitted by the Santa Cruz Community Counseling Center, Inc. for the interim facility which will cover one-time start-up costs and physical plant changes including those required to conform with the Americans for Disability Act. This budget revision is included in the Santa Cruz Community Counseling Center, Inc. contract attached for your Board's approval. This contract also includes funding for continuing services from the previous year, as well as additional funding for the SAMHSA Supported Housing Grant addressed in another item on today's agenda.

The budget revision will require an additional \$100,000 for this fiscal year. If assumptions on rates and occupancy patterns are correct, the net county cost increase for this program for the 2000/2001 budget will be approximately \$50,000. The allocation of these costs between HRA and HSA, which will be more fully understood once the program is operational, will be described to the Board as part of the 2000/2001 budget proposals. For this fiscal year, Mental Health has identified additional Medi-Cal revenues that can be redirected to meet this need. It is recommended that your Board approve the resolution accepting and appropriating revenues to add to the service contract with the SCCCC and authorize development funds for initiating work on the long-term site.

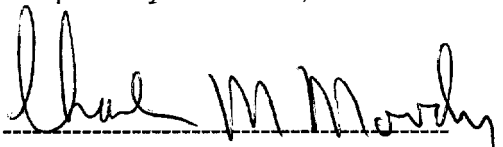
Recommendations:

It is, therefore, RECOMMENDED that your Board take the following actions:

1. Accept and file this report on the voluntary residential drug treatment program for adolescents;

2. Direct HSA to return to the Board on or before May 9, 2000, with a site assessment and recommendations concerning the use of the San Andreas Road site for residential treatment purposes;
3. Approve the attached agreement with the Santa Cruz Community Counseling Center, Inc. (CO90129), and authorize the Health Services Administrator to sign; and;
4. Adopt the attached resolution accepting and appropriating \$125,000 of unanticipated Medi-Cal revenue into the HSA Community Mental Health budget,

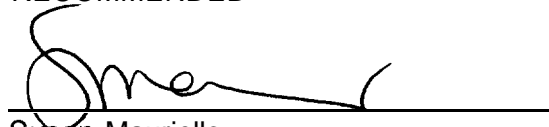
Respectfully submitted,


Charles M. Moody
Health Services Agency Administrator


Cecilia Espinola
Human Resources Agency Administrator

CM:CE:RK:ep
Attachments

RECOMMENDED


Susan Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
County Counsel

Mental Health & Alcohol & Drug Svcs.
Human Resources Admin.
Health Services Agency Admin.



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

0280

HEALTH SERVICES AGENCY

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

November 1, 1999

AGENDA: November 9, 1999

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

Report on Adolescent Drug Treatment Services Program and related recommendations

Dear Members of the Board:

Beginning in June of 1998, your Board provided direction to several county departments to develop a plan and recommendations to fill critical service gaps for adolescents with drug addiction problems. Your Board approved the following programs for implementation:

- Probation Substance Abuse Residential Treatments Beds: The twelve residential beds for drug involved Probation youth are operational and accepting referrals. Out-of-county placements for youth with drug abuse problems are no longer necessary. The new program provides services in Spanish and English and has a strong cultural orientation under the direction of Ernesto Molena of Palomares Group Homes.
- The Juvenile Challenge Grant: This program is close to implementation with sites identified in North and South County and staff being hired and trained. This grant will support intensive day treatment and rehabilitation services as alternatives to group homes. These services include school programs, treatment, probation supervision, and rehabilitation services including service availability on weekends and evening. It is anticipated the Probation Centers will open the first week of November, 1999.
- Si Se Puede Residential Treatment Beds: Your Board approved funds for three beds for older adolescents at the Si Se Puede Residential Treatment Program in January, 1999. In June 1999, to address the needs of younger residents, the program began providing services to younger adults with a new state waiver and enhanced supervision.

- Above The Line Residential Treatment Program: This program for homeless youth has a strong substance abuse service component and is now licensed and operational. It has a strong private sector funding, as well as Medi-Cal treatment funding for clinical services. It has addressed a critical gap in the care system for homeless youth.
- Drug Treatments Beds for Youth not in the Juvenile Justice system: Your Board approved a 10 bed voluntary program for youth, not in the criminal justice system, which is still in the implementation process. This report is an update with recommendations on this program.

IMPLEMENTATION OF ADOLESCENT DRUG TREATMENT PROGRAM

In the September 21, 1999 report to your Board, several obstacles to implementation were identified including siting problems, budgeting consideration, Department of Justice reporting requirements, and share of cost requirements for families based on state AFDC-Foster Care rules. An update on each of these issues are addressed below:

SITING ISSUES

Short Term Facility: A rental site has been identified for a 6-bed residential treatment center. This site will allow the program to begin, while efforts to identify a long-term site, which could serve 10 or more youth, can continue. The proposed site was previously utilized by the Sunflower Youth program. Santa Cruz Community Counseling Center (SCCCC) staff began neighborhood walks the last weekend in October and will be doing outreach to educate the neighbors on the goals of the programs and steps they will take to minimize neighborhood impacts. The one-time costs to bring the site into compliance with ADA have been identified and budgeted. The site will provide a quality setting for 6 youth until a permanent, long-term site is developed. Because this is a six-bed facility, formal land use approvals are not needed.

Long-Term Facility: After a thorough site review, staff believes that the former Sunflower Youth site on San Andreas Road, which was operated by the SCCCC until 1990 as a group home/residential drug treatment program for thirteen adolescents, should be considered as a long term facility. The site obtained County and Coastal land use permits for SCCCC to operate a 30-bed group home facility in 1990. SCCCC did not activate its permit and the permits expired in 1992. Since 1992, SCCCC has been responsible for managing the property and has maintained a caretaker on the premises. The site, which is currently owned by the County and located in a rural setting, meets many of the program parameters required for a long term 10 bed facility. As with the prior approval of a 30 bed facility, a ten bed facility would require County and Coastal permits. In an effort to move this project forward, HSA staff will work with SCCCC to review the site plans and develop a plan to consider this property as a long term 10 bed facility, and when we return to the Board HSA may seek Board authorization for funding to enable SCCCC to retain architectural or other services necessary to advance this project.

BUDGET

In the 1999-00 budget, the Board authorized \$285,000 to operate a proposed residential adolescent drug treatment facility for a six month period. Now that a site has been identified, HSA, HRA and SCCCC will develop a more refined operating budget which will reflect changes in the AFDC-FC billing schedule and for fine tuning the program, as well as one-time start-up funds, including facility improvement costs. HSA and HRA will return to your Board on December 7, 1999 with a revised budget update and a proposed contract with SCCCC to operate the program.

REPORTING REQUIREMENTS

In the last report an issue related to the use of AFDC-FC for voluntary placement was identified. All families whose children are placed in out of home care for abuse or neglect are required to be reported to the Department of Justice Child (DOJ) Abuse Data system. To access the voluntary foster placement system, the family must be referred to Child Protective Services (CPS). This would identify these families as Child Abusers in the DOJ system and obviously would have a negative impact on the families seeking help. After further researching this issue, HRA has determined that in those circumstances where families are referred to CPS and the allegations of neglect or abuse are unfounded, or they are categorized as general neglect, CPS would not be required to report. It is assumed that the majority of the families coming into the system would fit this definition and therefore, according to existing policy, would not have to be reported. However, there is the possibility that when the family comes to the attention of CPS there may be other issues related to abuse, neglect or molest that will require further intervention and reporting to DOJ.

PARENTS' SHARE OF COSTS

It is planned that the AFDC-FC program will be available to cover most of the voluntary placement costs. This program includes state requirements related to parent's share of costs which cannot be waived by HRA or the District Attorneys office. These fees may be an obstacle to access for some parents. The County Administrative Office is working with Health Services Agency, the Human Resources Agency, and the District Attorney to research options for flexible payment schedule for parents may minimize the impact of this issue.

SANTA CRUZ COMMUNITY COUNSELING CENTER CONTRACT

To improve overall management of the SCCCC projects, HSA will include the agreement for adolescent residential treatment services as part of the main agreement with SCCCC, rather than preparing a separate document. However, the 1999-00 agreement with SCCCC is dependent upon completion of the 1998-99 cost report, which is due to be completed later this month. As indicated above, it is anticipated that the SCCCC contract will return to your Board on December 7, 1999 for approval. Meanwhile, in order to move this project forward and provide the contractor sufficient cash flow to operate pending final processing of this contract, HSA requests that your Board authorize the Auditor-Controller to make an advance payment to SCCCC for the month of November, equal to the amount advanced for August, 1999.

0283

4

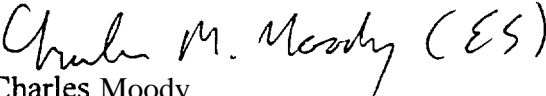
SUMMARY AND RECOMMENDATIONS

The proposed Adolescent Drug Treatment Program is an important component of a range of services that have been developed in the County over the past year. If your Board takes the actions recommended in this report, we are hopeful that placements can begin by March, 2000.


It is, therefore, RECOMMENDED that your Board:

1. Accept and file this report on the adolescent drug treatment program; and
2. Direct the HSA and HRA Administrators to return to the Board on December 7, 1999 with a program update, including the revised budget and final contract with the SCCCC; and
3. Authorize the Auditor-Controller to make an advance payment for November, 1999, on the contract with the Santa Cruz Community Counseling Center, Inc. (C090129) in the amount of \$269,807.

Sincerely,


Charles Moody
HSA Administrator

RECOMMENDED


Susan A. Mauriello
County Administrative Officer

cc: HRA Administrator
Santa Cruz Community Counseling Center

ES:CM

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0284

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

FROM:

HEALTH SERVICES AGENCY (Mental Health) (Dept.)

C Moody (Signature) 12/2/99 (Date)

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

1. Said agreement is between the County of Santa Cruz (Community Mental Health) (Agency)
Santa Cruz Community Counseling Center, Inc.
and 195A Harvey West Blvd., Santa Cruz, 95060 (Name & Address)

2. The agreement will provide Community Support Services & El Dorado Residential and Outpatient
programs (129-01), Youth Services Dual Diagnosis program (129-02), Paloma House Residential
(129-05), Court Wards Alternative (Probation) program (129-06), Youth Services Above-The-Line
program (129-07), Youth Residential Treatment (129-03) & Supported Housing Grant (129-04).

3. The agreement is needed to provide the above.

4. Period of the agreement is from July 1, 1999 to June 30, 2000

5. Anticipated cost is \$3,835,080 through June 30, 2000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: On the 1999-00 Continuing Agreements List - Section II

SEE ATTACHED ENCUMB RACE SCHEDULE

7. Appropriations are budgeted in 06 363119 (\$259,800) 363111 (\$141,700) 07
363210 (\$2,655,960) - 363113 (\$777,620) (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C090129-01/02/05/06/07/03/04 Date 12/3/99
are not 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 agreement and authorize the
Health Services Administrator to execute the same on behalf of the

HEALTH SERVICES (Agency).

Remarks: ES (Analyst)

County Administrative Officer 12/8/99
By Elm Elm Date

Agreement approved as to form. Date _____

Distribution:

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

*To Orig. Dept. if rejected.

ADM - 29 (3/95)

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
By _____ Deputy Clerk

0285

ContractC090129

Encumbrance **Schedule**

Suffix	Amount	Index	Subobject
01	2,359,200	363210	3665
02	535,000	363113	3665
03	242,620	363113	3665
04	86,488	363210	3665
05	210,272	363210	3665
06	259,800	363119	3665
07	141,700	363111	3665
	3,835,080		

0286

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA**

RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted.

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from Short-Doyle Medi-Cal program; and

WHEREAS, the County is a recipient of funds in the amount of \$ 125,000
which are either in excess of those anticipated or are not specifically set
in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds
may be made available for specific appropriation by a four-fifths vote of
the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$ 125,000 into
Department Mental Health

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	363101	0624	Short-Doyle Medi-Cal	125,000

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	363113	3665	--	Professional Services	125,000

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been
researched and that the Revenue(s) (has been) (will be) received within the
current fiscal year.

BY Charles Moody (ES) ate _____
Department Head

COUNTY ADMINISTRATIVE OFFICER

☒ Recommended to Board

☐ Not Recommended to Board

0287

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz,
State of California, this _____ day of _____ 19____
by the following vote (requires three-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

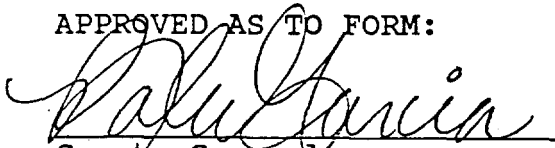
ABSENT: 'SUPERVISORS

CHAIR OF THE BOARD

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 12/3/99
Auditor-Controller

Distribution:

Auditor-Controller
County Council
County Administrative- Officer
Originating Department

SANTA CRUZ COMMUNITY COUNSELING CENTER
6 BED ADOLESCENT RESIDENTIAL TREATMENT PROGRAM

0288

	TOTAL	COUNTY	STATE/FED	OTHER
TOTAL PROGRAM COST	316,930			
CONTINGENCY	13,568			
TOTAL PROGRAM BUDGET	330,498			
REVENUES				
SCCCC CASH GRANT	25,000			25,000
EPSDT (SDMC/SGF)	84,058		84,058	
AFDC-FC	62,880	31,440	31,440	
COUNTY FUNDS				
HRA BUDGET BALANCE (TO \$55K)	23,560	23,560		
MH BUDGET	35,000	35,000		
MH ADDITION (1 TIME FUNDS)	100,000	100,000		
TOTAL R E V E N U E S	330,498	190,000	115,498	25,000
COUNTY FUNDS				
HRA ORIGINAL BUDGET		55,000		
MH ORIGINAL BUDGET		35,000		
MH 1 TIME FUNDS		100,000		
		190,000		

County Department/Agency: The County of Santa Cruz through the
HEALTH SERVICES AGENCY (Community Mental Health)
1400 Emeline Avenue, P.O. Box 962, Santa Cruz CA 95061-0962

0289

Hereinafter called COUNTY and:

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.,
195-A Harvey West Boulevard,
Santa Cruz, California 95060
(831) 469-1700

hereinafter called CONTRACTOR for: Community Support Services and El Dorado Residential and Outpatient programs, Youth Services Dual Diagnosis program, Dual Diagnosis Youth Residential, Supported Housing, Paloma House Residential, Court Wards Alternatives (Probation) program, and Youth Services Above The Line program.

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

WHEREAS pursuant to the provisions of California Government Code, Section 3 1000, and W & I Code, Sections 5775, et seq., the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

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

<u>TITLE</u>	<u>EXHIBIT</u>
Standard Mental Health Provisions	A
Standard County/Agency Provisions	B
Scope of Services and Budget	C
Medi-Cal & Medicare Requirements	D
Revisions	E
Use of County Facility	E2

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

IN WITNESS THEREOF COUNTY AND CONTRACTOR have executed this Contract Agreement to be effective:

JULY 1, 1999 through JUNE 30, 2000.

CONTRACTOR
By: Terry Moriarty
Terry Moriarty
EXECUTIVE DIRECTOR

COUNTY
By: Charles Moody
Charles Moody
HEALTH SERVICES ADMINISTRATOR

Approved as to Form:

[Signature]
County Counsel

Approved as to Insurances:

[Signature] 11-29-99
Risk Management Division Chief

Distribution:
County Administrative Officer
County Counsel
Auditor-Controller
Health Services Agency
Community Mental Health
Contractor

Index # 363 111 (\$141,700), 363 113 (\$777,620),
363 119 (\$259,800), 363210 (\$2,655,960)

Subobject # 3665

Contract # CO90129-01/02/03/04/05/06/07

Amount \$3,835,080

(Reserved for Clerk of the Board of Supervisors posting of minute order citation)

COUNTY OF SANTA CRUZ

EXHIBIT A -STANDARD MENTAL HEALTH PROVISIONS

0290

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

1. ADMINISTRATION:

COUNTY'S Director of Mental Health, or his or her designee, hereinafter called COUNTY'S ADMINISTRATOR, under direction of the Health Services 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.

2. NOTICE:

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

3. PROVISION OF SERVICES:

a. CONTRACTOR agrees to establish and conduct a program of mental health services under the **Bronzan-McCorquodale** Act services to persons with behavioral and emotional disorders who reside in Santa Cruz County and are eligible for treatment under the Santa Cruz County Performance Contract. All services rendered under this Agreement shall be subject to the supervision of the COUNTY'S Director of Mental Health and shall be provided in a manner consistent with the requirements of the **Bronzan-McCorquodale** Act; Subchapter 3 of Title 9, California Code of Regulations; and applicable ordinances and resolutions of the Santa Cruz County Board of Supervisors.

Exhibit A, 1999-2000

- b. The COUNTY Director of Mental Health or his/her staff shall specify in writing the kind, quality and amount of service which shall be provided to each eligible patient/client under this Agreement. Said service to be mutually agreed upon and fall within parameters of this Agreement.
- c. CONTRACTOR agrees to provide services to program clients throughout the period of this Agreement.
- d. As part of the State required duality Assurance and Improvement Plan, CONTRACTOR shall develop a complaint and grievance process for use by clients and family members to express concerns about access to and/or quality of care. This process shall be in writing and available to the public. As part of this process, CONTRACTOR shall maintain a complaint log and provide an annual report on numbers and types of complaints, outcomes of the complaints, and system issues causing problems for patients.
- e. Managed Care requires that each provider who delivers client services monitor its success helping clients avoid re-hospitalizations. Each CONTRACTOR shall develop and submit a monthly report to Mental Health Administration. This report shall include the names of clients enrolled in the program and a highlighting of clients admitted to the hospital in the prior calendar month. CONTRACTORS may obtain assistance from Mental Health Administration on how to gather the necessary data to be in compliance with this requirement.
- f. Should CONTRACTOR provide services to client(s) whose **payor** source is a Health Maintenance Organization, CONTRACTOR shall receive prior approval from the HMO, otherwise the client shall be charged full cost for services provided; CONTRACTOR shall inform client(s) of this during the fee evaluation process or at the time of program admission.
- g. Similarly, clients who receive funds distributed by a Trust of any kind shall be informed by CONTRACTOR during the fee evaluation process or at the time of program admission that they will be charged the full cost of services provided.

4. CONFORMANCE TO CR/DC:

It is agreed that the Cost Reporting/Data Collection Manual, an official publication of the State Department of Mental Health promulgated pursuant to the **Bronzan-McCorquodale** Act, establishes basic requirements to which a contract provider must adhere for approval by the State. CONTRACTOR agrees to comply with all applicable provisions of this manual and any amendments thereto, which by this reference is incorporated into and made a part of this Agreement. A manual will be provided to the CONTRACTOR on an annual basis.

- a. Procedure for Complaint Process. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of race, color, religion, age, disability, national origin, gender, or sexual orientation shall be resolved by the State through the

Department of Mental Health's Affirmative Action complaint process.

b. Notice of Complaint Process. CONTRACTOR shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination, or a violation of their civil rights with the Department of Mental Health.

5. RECORDS

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

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

c. Confidentiality of Client Records and Information. For the COUNTY'S Mental Health system (i.e., all Bronzan-McCorquodale funded providers) to provide coordinated, quality care, all COUNTY and Contract providers must be able to discuss and exchange relevant clinical and service needs information. This information must be exchanged when making referrals, accepting referrals or coordinating service delivery to a client. Consultation with the client regarding this exchange of information is required of the CONTRACTOR. CONTRACTOR is responsible for insuring that its ability to exchange client information within the Bronzan-McCorquodale provider system is maintained.

6. PAYMENT OF CLAIMS:

a. COUNTY agrees to pay CONTRACTOR on receipt of a properly submitted monthly claim in a form found agreeable by COUNTY certifying the extent of performance under this Agreement. Each claim shall be submitted to and approved by COUNTY'S Administrator prior to payment by COUNTY.

b. It is further agreed that the monthly claim will be based **on** the proposed budget and/or estimated units of service as presented in Exhibit C.

7. FULL COMPENSATION:

Pending any cost report adjustment, each claim so approved and paid shall constitute full and complete compensation to CONTRACTOR for the period covered by the claim. It is expressly understood and agreed that this Agreement constitutes the entire Agreement of 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.

8. PARTIAL PERFORMANCE:

In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY'S Administrator.

9. ACCOUNTS RECEIVABLE:

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

10. BUDGET CONTROL:

CONTRACTOR may transfer up to 5% of total contract budget covered by this Agreement between budget categories or types of service. Transfers of greater amounts shall only be made with the advanced written permission of COUNTY'S Administrator.

11. COST REPORT:

CONTRACTOR agrees to submit a detailed cost report in the format prescribed by the State Department of Mental Health **no later than 60 days after the end of the contract period.** The CONTRACTOR shall also submit a copy of the CONTRACTORS trial balance (statement of revenue and expenses) with the cost report. As a part of the cost report, CONTRACTOR will reconcile in writing the total units of service delivered under this Agreement to the units of service reported by CONTRACTOR to COUNTY'S data system. CONTRACTOR shall remit any unearned funds to the COUNTY at the time CONTRACTOR submits cost report. In the event that the reconciliation indicates that CONTRACTOR delivered more units of service than had been reported previously, and total payments made to CONTRACTOR by COUNTY is less than the contract maximum amount, CONTRACTOR

Exhibit A, 1999-2000

0294-

may submit an invoice to COUNTY for any additional amounts owed, up to the contract maximum amount.

12. PRODUCTIVITY:

CONTRACTOR shall develop and monitor individual written staff productivity standards which maximize direct services to clients. Monthly or quarterly reports of staff productivity will be submitted by the CONTRACTOR& the COUNTY. CONTRACTOR shall provide written productivity standards and a method of monitoring those standards to the COUNTY Administrator.

13: QUALITY IMPROVEMENT PARTICIPATION:

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

14. COUNTY INVOLVEMENT REGARDING HIRING:

CONTRACTOR shall allow COUNTY to comment on the CONTRACTOR'S selection of an Executive Director, Program Administrator or Program Manager whose primary responsibility entails the operation of program(s) funded by this Agreement.

15. REPORTABLE INCIDENTS

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

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

COUNTY OF SANTA CRUZ

EXHIBIT B - STANDARD COUNTY/AGENCY PROVISIONS

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.

2. **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 required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under CONTRACTORS 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.
3. **RESPONSIBILITY FOR INVENTORY ITEMS.**
 - a. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of **the COUNTY** at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.
 - b. Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

4. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purpose of paragraphs 4 and 33 (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).
5. **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.
6. **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 him under this Agreement.
7. **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.
8. **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.

- 0297
9. **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).
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.
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.
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), mental or physical disability, national origin, medical condition (cancer related), gender, pregnancy, 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), mental or physical disability, national origin, medical condition (cancer related), gender, pregnancy, 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 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, disability, national origin, gender, or sexual orientation.
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, mental or physical disability, medical condition (cancer related), marital status, gender, pregnancy, 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.

"Discriminate, Discrimination or Discriminatory" - shall mean any act, policy or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's age (over **18**), race, color, creed, religion, national origin, ancestry, mental or physical disability, marital status, pregnancy, gender, or sexual orientation. "Discrimination" includes the assertion of an otherwise valid reason for action as a subterfuge or pretext for prohibited discrimination.

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, mental or physical disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over **18**), veteran status, pregnancy, 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.

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.

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.
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.
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.
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.
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.

20. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.

21. TRAVELING EXPENSES, FOOD AND LODGING.

a. CONTRACTORS 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.

22. 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.

23. 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.

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.

25. NOTICE OF POSSIBLE TERMINATION FOR CAUSE.

a. In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances **does not** cure such failure within a period of fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.

b. In the event of a termination pursuant to Paragraph **25a**, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 25a reduced by the amount of damages sustained by COUNTY by reason of such breach.

- 26. TERMINATION OF AGREEMENT WITHOUT CAUSE.** This Agreement may be terminated without cause by COUNTY or the CONTRACTOR with thirty (30) days written notice.
- 27. 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.
- 28. 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.
- 29. 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.
- CONTRACTOR must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit be conducted annually if federal funds exceed \$300,000. A copy of the A-133 audit shall be submitted to COUNTY no later than eight (8) months following the end of the fiscal year being audited.
- 30. 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.
- 31. 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.

32. OVERPAYMENTS. Over payments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Over payments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.

33. 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 CONTRACTORS 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 CONTRACTORS 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) Workers 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 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 inventorable 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.**

34. 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 CONTRACTORS Safety and Infection Control Policy.

COUNTY OF SANTA CRUZ

EXHIBIT C -- Scope of Service and Budget

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

Part A

Provider: Santa Cruz Community Counseling Center, Inc.
Provider No. : 4408, 4424, 4436, and 44AW
Provider Telephone: (83 1) 469-1700
Program: **Community Support Services** including River Street Shelter, Transition House, Mental Health Services, and Pioneer House Day Rehabilitative; El Dorado Residential and El Dorado Outpatient
Program Address: 290 Pioneer Street, Santa Cruz, 95060
Program Telephone: (83 1) 459-0444

1. PROGRAM INTENT

1.1 Primary Task: The CSS program's purpose is to support adults with psychiatric disabilities including co-occurring chemical dependency (Dual Diagnosis) to obtain and retain shelter, to become knowledgeable about their illness, and to make informed choices regarding their daily living needs. These choices involve their needs for housing, support services, vocational/educational involvement, physical and psychological health, and social relationships. Support is provided through a coordinated system of care that provides crisis residential, crisis outpatient services, shelter, case management, supported housing, community advocacy, and dual diagnosis treatment services. A 60 day evaluation period. may be used to determine if clients meet criteria (i.e., serious mental illness target population) to enter the Mental Health system of care.

The EDRES program is licensed as an adult residential social rehabilitation program for 16 adult clients. It provides a residential treatment alternative to admission to, or continued stay in, locked psychiatric units. The EDRES program provides crisis intervention, intensive treatment and rehabilitation services for voluntary or conserved adult and older adult clients who need and can profit from residential and mental health treatment services. The EDCOP program provides crisis intervention, intensive treatment and rehabilitation services for clients who need and can profit from outpatient services.

1.2 Description of Services:

a. River Street Shelter: The River Street Shelter provides 32 beds for homeless individuals including homeless mentally ill. The Shelter will provide 17 beds for homeless individuals with mental illness plus another two (2) crisis beds for referrals from DBHU and other mental health system providers. Shelter staff will provide support services including linkage to other health, income support, educational and vocational services. The Shelter also provides individual and group counseling services including the residential component of the dual diagnosis day rehabilitative program.

b. Pioneer House Day Rehabilitative: Pioneer House provides a **full-day rehabilitative program** for clients who are dually diagnosed with co-occurring mental illness and chemical dependency. The program provides a structured environment with psychological and psychiatric services, education groups, a planning meeting, pre-vocational training, lunch, and socialization. The facility is open 8:00 a.m. to 3:30 p.m. with structured group activities scheduled from 9:00 a.m. to 2:00 p.m.

Day Rehabilitative staff will provide linkage for patient discharging from DBHU by coming to the unit to explain the program to the client prior to discharge. Intake will be made available within one working day of referral, except on weekends. The Day Rehabilitative program includes a core group of up to six (6) clients who are in residential treatment and up to an additional (4) clients who are in a 60 day assessment period. These clients receive additional services in the evening and on weekends at the River Street Shelter.

c. Mental Health Services: Community Support Services (CSS) provides mental health services, case management/brokerage, and crisis intervention under the Rehabilitation Option to mental health clients and dual diagnosis clients using its Coordinator and Community Organizer staff.

Coordinators. The CSS coordinators/case managers provide a full service team with 24 hour on-call services available through DBHU for all clients on their case load. CSS coordinators provide specialized support services for dual diagnosis clients throughout the County. Services are also provided to residents living in the River Street Shelter, Paloma House, CSS supported housing, and to all clients assigned to CSS for coordination. Referrals to CSS for coordination are accepted within 48 hours, except on weekends, and staff will visit new referrals at DBHU or EDRES to insure a smooth transition to CSS.

When a CSS client is hospitalized, the Coordinator or CSS clinical representative will visit the individual and participate in the staffing the next working day. If the client

continues to be hospitalized, the Coordinator will participate in **staffings** every three days to insure good discharge planning.

Coordinators will participate in initial **staffings** whenever client is admitted to Harbor Hills. They will meet with the client regularly while there, and coordinate discharge planning with the psychiatrist assigned to Harbor Hills.

The services provided are individual and group rehabilitative services which support clients in developing skills and resources relevant to their goals. Included are assistance in restoring or maintaining functional skills, daily living skills, social skills, grooming and personal hygiene skills, and medication skills. Also included are counseling of the individual and/or family, and medication education.

Community Organizers. CSS also provides community organizing services to mental health clients in Watsonville and Santa Cruz. The intent is to have individuals gain a greater sense of their inter-dependence with each other and of their personal and group power to effect positive change in their lives. Assistance is provided in skill development including interpersonal and leadership skills as well as skills in accessing social and educational resources in the community.

Community Organizers also facilitate activities for consumers throughout the County with emphasis on assisting them to plan and carry out the activities of their choice. Consumers living in board and care facilities are invited to participate in planned activities and transportation is coordinated with board and care staff. Community Organizers schedule weekly activities with residents of the Rose Acres and Merrill House board and care facilities.

North County services include services to Jessie Street, the CSS supported houses, and the general mental health community. Community Organizers also staff the weekly injection clinic at NCMH to support consumer compliance with medication regimens.

Community Organizers will also work as peer counselors in the Supported Housing Project. Services will include in-home prevocational training, facilitation of weekly house meetings, conflict resolution and transportation to out-of-home activities.

d. Adult Residential Services: The T-House facility provides a licensed, certified, 24 hour social rehabilitation program for ten (10) residents. While maximum program length is twelve months, the expected length of stay is two months.. The program's intent is to offer rehabilitation services in a non-institutional residential setting where individuals are supported in their efforts to restore and maintain interpersonal and independent living skills and community support. Placement at T-House is coordinated through the Housing Council.

T-House provides a therapeutic community including a range of activities and services for individuals who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The client's Coordinator will provide clinical direction for each individual using services.

e. El Dorado Residential and Outpatient: The EDRES and EDCOP staff team is interdisciplinary and focuses on individualized treatment plans which meet each client's primary treatment needs. Services address the unique treatment needs of individuals suffering from schizophrenia, affective disorders, major depressive illness, borderline personality disorders and transient situational disturbances which might lead to hospitalization if not addressed.

Adult Residential Services: (EDRES)

Life Support Services:

Room and board, seven days per week; 24-hour observation, supervision and support, seven days per week; life-management education and counseling; referral to and coordination of programs to assist clients in obtaining income, housing, education, training and employment. Capacity to administer medication by RN or LVN.

Outpatient Services (EDCOP):

The outpatient mental health program operates Monday - Friday from 5:00 p.m. to 11:00 p.m., and Saturday and Sunday from 4:00 p.m. to 10:00 p.m.. It provides unscheduled crisis services, assessments, and unscheduled supportive counseling services as well as a support hot-line. Individuals experiencing severe symptoms presenting immediate safety issues should be referred to the COUNTY Access line or Dominican Behavioral Health Unit. A particular effort will be made to outreach those clients who are high users of inpatient services. An individual evaluated by the outpatient program may be admitted to the residential program if appropriate.

Walk-in crisis counseling services, assessment and supportive treatment services such as individual and group will be held at 947 El Dorado Avenue, Santa Cruz. Some mental health services may be delivered at other sites in an effort to outreach high risk clients. Transportation to and from the site shall be provided if needed to access this service.

Services will be available to adults who do not require psychiatric emergency or hospitalization services, and are in need of an immediate outpatient crisis,

treatment, or counseling intervention. It is expected that most services will be utilized by individuals who are open to some part of the COUNTY'S Coordinated Care system. Some individuals will refer themselves. Others will be referred by family, friends or mental health professionals. If a person is not part of Coordinated Care, he or she may be seen for up to 3 visits and will then be ineligible for services unless screened into Coordinated Care by the COUNTY Access Team.

Program Hours of Operation are: EDRES Adult Residential 24 hours per day, seven days per week. EDCOP Mental Health Services, Monday - Friday from 5:00 pm - 11:00 pm, Saturday and Sunday from 4:00 pm - 10:00 pm;

Residential referrals admitted 24-hours per day, seven days per week. Crisis services daily 5:00 p.m. - 10:00 p.m. Professional staff for both programs are on-call 24-hours per day, seven days per week.

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

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

The EDRES/EDCOP program serves a population of chronically and/or acutely disturbed psychiatric clients who are frequent users of other mental health services. These clients should be at risk of re-hospitalization. The primary service provided is crisis intervention support services.

- a) Priority for admission is given to: (1) Referrals from DBHU (2) COUNTY Access Team and service teams; (3) Discharges from IMDs and State Hospital; and (4) Jail Mental Health.
- b) Individuals who are experiencing pre-crisis or crisis psychiatric symptoms and need service to avoid hospital admission.

- c) Individuals moving back into the community from long-term locked institutions will be a target group for admission, but may not receive the same priority as those coming from an acute inpatient setting (DBHU).

1.4 Staffing: Contract file.

1.5 Performance Measures:

River Street Shelter

1. The River Street Shelter will provide assistance to individuals in obtaining housing, financial assistance, and referrals to health, mental health and chemical dependency resources.
 - a) 60% of total PSD's will be provided to people living with mental illness
 - b) 365 PSD's will be provided to mental health clients in crisis beds.
 - c) 1,156 PSD's will be provided to Latinos.
 - d) 1,440 PSD's will be provided to clients in Dual Diagnosis Treatment.
 - e) 730 PSD's will be provided to clients in the 60 day assessment program.
 - f) 80 individuals will obtain housing.

Pioneer House Day Rehabilitative

1. The Pioneer House Day Rehabilitative program will provide assistance to individuals in obtaining and retaining housing and referrals to health, mental health and chemical dependency resources.
 - a) 20% of DD Day Rehabilitative clients will be referred through the courts.
 - b) 60% of the DD residential clients who are in the program over 30 days will complete their treatment contract.
 - c) Hospital readmission for all DD Day Treatment clients will be tracked and reported.

Mental Health Services

1. Coordinator staff will provide assistance to clients in obtaining and retaining housing, in accessing entitlements, and obtaining referrals to health, mental health and chemical dependency referrals. They will maintain a goal to keep clients in the least restrictive level of care.
 - a) Fewer than 10% of the residents in CSS supported housing will be given eviction notices.

- b) Satellite houses will maintain a 90% utilization rate.
 - c) Fewer than 12% of satellite residents in CSS supported housing will be hospitalized during the year.
 - d) Hospital readmissions for non-satellite housing clients will be tracked and reported.
2. Community Organizers staff will work with mental health clients to help them build an inter-dependent community and become more independent, self-reliant, and involved in their own recovery. They will accomplish this by facilitating activities - planned and carried out by consumers - that include: food distribution; conflict resolution training; and organizing consumer run screening and welcoming committees for new housing tenants.

The Community Organizing staff will serve 400 individuals during the coming year.

- a) Community Organizers will serve at least 300 North County residents during the coming year.
- b) Community Organizers will serve at least 100 Watsonville residents during the year.
- c) Community Organizers will serve at least 60 Latinos during the year.
- d) Community Organizers will involve 2,500 (duplicated) individuals in 300 activities during the year.
- e) The Watsonville Activities Center will provide 2,400 client days of service during the year.
- f) The Harvey West Shuttle will provide 3,000 transports during the year.

Transitional Residential Services

- 1. The T-House program will provide support for individuals to transition into more independent housing.
 - a) 60% of the clients discharged will have a successful outcome.
 - b) Hospital readmission rates shall be monitored and documented in a monthly hospitalization report.

El Dorado Residential and Outpatient

Objectives

- To provide support to individuals living in the community in order to avoid hospitalization.
- To assist individuals to maintain the gains they have made in previous treatment settings.
- To assist individuals to transition to more independent living in the community with an established support network.

Service Measurements

- a) EDRES: Fourteen (14) day average length of stay. Less than 20% of the clients admitted return to higher levels of care. Data to be tracked and reported by CONTRACTOR.

A 14 day length of stay can only be achieved if all parts of the mental health system cooperate and coordinate efficiently to meet the goal. CONTRACTOR shall maintain communication with the COUNTY if there are discharge problems.

- b) EDCOP: Twenty-one (21) day maximum length of stay, unless COUNTY approves an extension. Less than 10% of the clients seen will be moved to a higher level of care at discharge.

2.0 SYSTEM INTENT

2.1 Geographic area serviced: Services will be provided county-wide. Housing services in North County and South County will be increased during the year.

2.2 Quality Assurance Program: CSS and El Dorado staffs will participate in Community Mental Health's Quality Improvement Committee.

EDRES and T-House are reviewed annually by the State Department of Mental Health for compliance with social rehabilitation residential service standards. COUNTY staff will visit EDRES weekly and participate in client service reviews. EDRES Program Manager and designated staff will meet weekly with contract monitor and Intensive Day Treatment provider to review plan of service for shared clients.

Any Quality Improvement denials resulting in loss of revenues to the COUNTY will be the responsibility of the CONTRACTOR. CONTRACTOR representative will participate in Quality Improvement Committee meetings.

2.3 Organization and Administrative Structure: Contract file.

2.4 Internal System Affiliations: CSS will coordinate with all other mental health system providers. Substantial coordination exists with Mental Health Access Team, coordinators, program managers, and psychiatrists. CSS also works with the Dominican Behavioral Health Unit, El Dorado Center (Residential and Outpatient), Harbor Hills, Opal Cliff, Community Connection, South County Mental Health, Public Guardian's Office and residential care providers.

EDRES will advise COUNTY and Dominican staff daily on bed availability. CONTRACTOR must accept all referrals deemed appropriate for residential services by the COUNTY contract monitor, or his or her designee. For clients who are open to a team, it is expected that:

- a) The COUNTY service team (after consultation with the Coordinator and client) will have an after-EDRES housing plan established at the time of admission to EDRES
- b) Upon admission, EDRES staff will request the after-EDRES housing plan and will receive a copy of the Coordination Plan for the client individual within 3 days.
- c) The COUNTY service team will immediately implement the plan when EDRES staff determine the client is clinically discharge ready. Clinical readiness shall be determined in conjunction with the Coordinator and Intensive Day Treatment provider staff including physicians.

Anyone not in Coordinated Care residing at EDRES for more than 3 days must have the approval of the COUNTY contract monitor. If EDRES feels that the program cannot accept a client due to a Community Care licensing regulation, this shall be submitted in writing to COUNTY contract monitor. All EDRES residents will receive services from the El Dorado Center Intensive Day Treatment program except for those few referrals agreed to by EDRES staff and contract monitor who may not benefit from this level of intervention. Discharges will be authorized by COUNTY after consultation with CONTRACTOR staff.

2.5 External System Affiliations: CSS has regular contact with the State's Department of Housing & Community Development in development projects, Santa Cruz AIDS Project, Planned Parenthood, the Santa Cruz Community Housing Corporation, and local landlords and property managers. Also regular contact with other shelters, drug and alcohol providers, Food and Nutrition, the Food Bank, Homeless Persons Health Project, the Homeless Day Resource Center, and many others. CSS is a member of the California Association of Social Rehabilitation Agencies and has regular contact with other similar programs around the state.

2.6 Special System Intent: Recognizing the system need to move clients to least restrictive arrangements as quickly as possible, CONTRACTOR has shortened the length of stay at "T" House, added a 24 hour on-call service, and has two (2) crisis beds available at the River Street Shelter.

2.7 Fair Hearing Practice: Complaints and grievances brought by clients participating in CSS or El Dorado may go through up to five levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) staff Supervisor; (2) Program Manager; (3) Program Director; (4) agency Executive Director; and (5) external systems, e.g. legal. Formal grievance hearing procedures are established for residents in State financial housing in accordance with State guidelines.

3.0 METHOD OF PAYMENT

a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.

b. For the new fiscal year, COUNTY agrees to provide CONTRACTOR with monthly advances for July, August and September equal to 1/12th per month of the prior year contract amount or 1/12th of the new year amount, whichever is less. For the month of October, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th of the new year amount plus, if appropriate, an adjustment for the months of July, August and September. For the remainder of the fiscal year, COUNTY agrees to provide CONTRACTOR with a monthly advance equal to 1/12th of the new year contract amount.

c. At the end of each quarter, COUNTY will review service data submitted by CONTRACTOR. If CONTRACTOR has provided 95% or more of the quarterly units budgeted in Exhibit D, COUNTY will make full payment on the next 1/12th claim submitted by CONTRACTOR; if CONTRACTOR falls short in providing 95% of budgeted quarterly units, COUNTY will reduce CONTRACTOR'S next claim by at least the number of units short times the negotiated rate for those particular units as specified in Exhibit D.

COUNTY will compute these adjustments based on service data submitted by CONTRACTOR and entered into COUNTY'S data system.

Exhibit C, 1999-2000

0314

If, in subsequent quarters of the fiscal year, CONTRACTOR provides total year-to-date units in excess of 95% of year-to-date budgeted units, COUNTY will restore previously subtracted amounts on the next claim.

S:99-00 Contracts

129-01 Scope Part A CSS 99-00 (A and C)

7.29.99

LEGAL ENTITY: Santa Cruz Community Counseling Center
 PROGRAM NAME: Community Support Services/El Dorado
 INDEX NUMBER: 363210

FISCAL YEAR: 1999/2000
 CONTRACT #: CO90129-01
 DATE: 11/22/99

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT C

	CONTRACT TOTAL								
PROGRAM COMPONENT		T-House	River St.	Day Tx	MHS	MHS	MHS	EDRES	EDCOP
PROVIDER #		4408	4436	4424	4424	4424	4424	44AW	4424
MODE		05	45	10	15	15	15	05	15
SERVICE FUNCTION		65	20	95	10-50	01	70	65	01-79
CONTRACTORS COSTS	2,465,944	264,385	297,567	340,088	670,365	107,380	60,480	421,940	303,739
REVENUES									
GRANTS	106,744		106,744						
PATIENT FEES									
PATIENT INSURANCE									
OTHER									
TOTAL REVENUES	106,744		106,744						
NET CONTRACT AMOUNT	2,359,200	264,385	190, 823	340,088	670,365	107,380	60,480	421, 940	303, 739
FUNDING SOURCES									
MEDI-CAL (FFP & MATCH)	1,938,786	245,858		284,256	610,033	97, 716	55,036	375,560	270,327
MAC (FFP & MATCH)									
MEDICARE	1,534			1,534					
REALIGNMENT/COUNTY	418,880	18,527	190,823	54,298	60,332	9,664	5,444	46,380	33,412
OTHER									
TOTAL FUNDING SOURCES	2,359,200	264,385	190, 823	340,088	670,365	107,380	60,480	421, 940	303, 739
UNIT COST CALCULATION									
CONTRACTORS COSTS	2,359,200	264,385	190, 823	340,088	670,365	107,380	60,480	421,940	303, 739
COUNTY'S DIRECT COSTS	471,377	58.107		55,752	109, 896	23,600	9, 027	153.634	61.361
TOTAL DIRECT COSTS	2,830,577	322,492	190.823	395.840	780.261	130.980	69.507	575.574	365.100
UNITS OF SERVICE		3,597	7,440	5,492	549,480	118,000	45,134	5,131	306,807
COST PER UNIT - TOTAL		89.66	25.65	72.08	1.42	1.11	1.54	112.18	1.19
CONTRACT COST PER UNIT		73.50	25.65	61.92	1.22	0.91	1.34	82.23	0.99
COUNTY COST PER UNIT		16 15		10 15	0 20	0 20	0 20	29 94	0 20

The COUNTY agrees to purchase the number of Contract Units specified below at the Contract Cost Per Unit calculated above, up to the maximum shown in Net Contract Amount by type of service.

CONTRACT UNITS	3,597	7,440	5,492	549,480	118,000	45,134	5,131	306,807
CONTRACT MEDI-CAL UNITS	3,345	0	4,613	500,027	107,380	41,072	4,567	273,058
CONTRACTOR SHARE OF SDMC FFP RATE	36.75	NA	30.96	0.61	0.46	0.67	41.12	0.50
SDMC FFP BASE	504,321	122,929	NA	305,016	48,858	27,518	NA	NA
SDMC FFP ALLOWABLE VARIANCE	50,433	12,293	NA	30,502	4,886	2,752	NA	NA

0315

Exhibit C - Scope of Services and Budget**SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.****Part B**

<u>Provider:</u>	Santa Cruz Community Counseling Center, Inc.
<u>Provider Nos.:</u>	44AR
<u>Provider Telephone:</u>	(831) 469-1700
<u>Programs:</u>	Youth Services Mental Health Services
<u>Programs Address:</u>	10 Alexander, Watsonville, CA 95074 709 Mission Street, Santa Cruz, CA 95060
<u>Program Telephone:</u>	(831)728-2227 and (831) 4250771

1.0 PROGRAM INTENT

1.1 Primary Task: Youth Services treatments are designed to address the treatment needs of adolescents with dual diagnosis of emotional disturbances and substance abuse problems. Youth Services coordinates with Children's Mental Health Services, schools, probation, law enforcement, and families of these youths.

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

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

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



1.2 Description of Services:

a. **Mental Health Services:** Youth Services (YS) provides Mental Health Services, Case Management-Brokerage, and Crisis Intervention services under the Rehabilitation Option to mental health and dual diagnosis clients.

Coordinators: The YS Coordinators/case managers provide a full service team with 24 hour on-call service available to all clients on their case load. YS Coordinators provide specialized support services for adolescent dual diagnosis clients throughout the county. Services are provided to all clients assigned to YS for coordination. Referrals to YS for coordination are accepted within 48 hours, except on weekends, and staff visit new referrals to insure a smooth transition to YS. When a YS client is hospitalized or incarcerated, the Coordinator or YS clinical representative will visit the individual or participate in the **staffing** the next working day, if appropriate. If the client continues to be placed out of home, the Coordinator will participate in staffings to insure good discharge planning. Services provided include individual and group rehabilitative services which support clients in developing skills and resources relevant to their goals. Included are assistance in restoring or maintaining educational progress and social skills. Also included are counseling of the individual and/or family, and advocacy within the network of children's services.

b. Youth Services management will meet monthly with the Children's Mental Health Management team to insure coordination and evaluation of services with the Children's System of Care and evaluation requirements.

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

1.3 Description of Client Population: Youth Services serves adolescents 12 to 17 years old with serious emotional disturbances and substance abuse problems. Individuals are screened for their readiness to manage the responsibilities inherent in each particular program. Clients with histories of violence are screened for current and potential future risk to themselves or others.

1.4 Service Measurements:

Program Component:	Mental Health Services
Mode:	Outpatient, 15
Service Function:	Mental Health Services, 10, 30, 40, 50
Service Function:	Case Management, 01
Service Function:	Crisis Intervention, 79
Number of Clients:	225

1.5 Staffing: Contract file.

Exhibit C, 1999-2000**1.6 Performance Measures:****Mental Health Services**

1. The Coordinator staff will provide assistance to clients in obtaining and retaining housing, educational and vocational opportunities, complying with juvenile justice requirements, and obtaining referrals to health, mental health and chemical dependence referrals.

- a) 225 youth will receive services.
- b) Rates of arrest or recidivism will be reduced for 70% of clients.
- c) School or vocational performance will be improved for 60% of clients.
- d) 85% of clients, six months after treatment, will positively evaluate services received from Youth Services.
- e) At least 95% of clients admitted to the program shall have a documented diagnosis of alcohol and/or drug abuse or dependence. The percentage of clients with these diagnosis shall be reported quarterly.
- f) Increased functioning and decreased levels of impairment from admission to discharge related to substance abuse as measured by CAFAS scales of role performance and substance abuse.

2.0 SYSTEM INTENT

2.1 Geographic Area Serviced: Services will be provided countywide.

2.2 Quality Assurance Program: YS will participate in the CMH Quality Improvement process.

2.3 Organizational Structure: Contract file.

2.4 Internal System Affiliations: YS will coordinate with all other mental health system providers. Substantial coordination exists with CMH Children's Mental Health Services. YS also works with Child Protective Services, the Juvenile Justice System and local educational systems.

2.5 External System Affiliations: YS has regular contact with a variety of community agencies. YS is a member of the California Association of Social Rehabilitation Agencies and has regular contact with other programs around the state.

2.6 Special System Intent: Recognizing the system's need to move clients to least restrictive arrangements as quickly as possible and the prevalence of concurrent emotional and substance abuse problems, YS has a 24 hour on-call service, visits new referrals to insure a smooth transition, participates in **staffings** if the client continues to be placed out of home, and participates in **staffings** to insure good discharge planning.

2.7 Fair Hearing Practice: Complaints and/or grievances brought by clients participating in YS services may go through up to five levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) staff Supervisor; (2) Program Manager; (3) Program Director; (4) agency Executive Director; and (5) external systems, e.g., legal.

2.8 Fee Schedule: Youth Services Mental Health Services will charge a sliding scale fee for non-Medi-Cal clients.

3.0 METHOD OF PAYMENT

a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.

b. For the new fiscal year, COUNTY agrees to provide CONTRACTOR with monthly advances for July, August and September equal to 1/12th per month of the prior year contract amount or 1/12th of the new year amount, whichever is less. For the month of October, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th of the new year amount plus, if appropriate, an adjustment for the months of July, August and September. For the remainder of the fiscal year, COUNTY agrees to provide CONTRACTOR with a monthly advance equal to 1/12th of the new year contract amount.

c. At the end of each quarter, COUNTY will review service data submitted by CONTRACTOR. If CONTRACTOR has provided 95% or more of the quarterly units budgeted in Exhibit C, COUNTY will make full payment on the next 1/12th claim submitted by CONTRACTOR; if CONTRACTOR falls short in providing 95% of budgeted quarterly units, COUNTY will reduce CONTRACTORS next claim by at least the number of units short times the negotiated rate for those particular units as specified in Exhibit C.

COUNTY will compute these adjustments based on service data submitted by CONTRACTOR and entered into COUNTY'S data system.

If, in subsequent quarters of the fiscal year, CONTRACTOR provides total year-to-date units in excess of 95% of year-to-date budgeted units, COUNTY will restore previously subtracted amounts on the next claim.

S:99-00 Contracts
129-02 Scope Part B (Youth Services 99-00)
7.29.99

LEGAL ENTITY: Santa Cruz Community Counseling Center
 PROGRAM NAME: Youth Services
 INDEX NUMBER: 363113

FISCAL YEAR: 1999/2000
 CONTRACT #: CO901 29-02
 DATE: 11/22/99

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT C

	CONTRACT TOTAL						
PROGRAM COMPONENT		Day Tx	Outpatient	Outpatient	Outpatient		
PROVIDER #		44AR	44AR	44AR	44AR		
MODE		10	15	15	15		
SERVICE FUNCTION		95	01	1 O-50	70		
CONTRACTORS COSTS	535,000		5,350	518,950	10,700		
REVENUES							
GRANTS							
PATIENT FEES							
PATIENT INSURANCE							
OTHER							
TOTAL REVENUES							
NET CONTRACT AMOUNT	535,000		5,350	518,950	10,700		
FUNDING SOURCES							
MEDI-CAL (FFP only)	114,107		1,141	110,684	2,282		
MAC (FFP & MATCH)							
MEDICARE							
REALIGNMENT/COUNTY	420,893 #		4,209	408,266	8,418		
OTHER							
TOTAL FUNDING SOURCES	535,000		5,350	518,950	10,700		
UNIT COST CALCULATION							
CONTRACTORS COSTS	535,000		5,350	518,950	10,700		
COUNTY'S DIRECT COSTS	77,582		776	75,254	1,552		
TOTAL DIRECT COSTS	612,582		6,126	594,204	12,252		
UNITS OF SERVICE			3,879	376,270	7,758		
COST PER UNIT - TOTAL			1.58	1.58	1.58		
CONTRACT COST PER UNIT			1.38	1.38	1.38		
COUNTY COST PER UNIT			0.20	0.20	0.20		

The COUNTY agrees to purchase the number of Contract Units specified below at the Contract Cost Per Unit calculated above, up to the following maximum amount: total **Realignment/County** funds specified above plus Medi-Cal FFP and Healthy Families FFP earned. FFP will be earned at 50% for Medi-Cal units at Contractors share of the State Negotiated Rate, 66% for Healthy Families and 0% for all other units.

CONTRACT UNITS	0	3,879	376,270	7,758			
CONTRACT MEDI-CAL UNITS		NA	NA	NA			
CONTRACTOR SHARE OF SDMC FFP RATE		0.69	0.69	0.69			

EXHIBIT C – Scope of Service and Budget

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

Part C

Provider: Santa Cruz Community Counseling Center, Inc.
Provider No.: 44TBD
Provider Telephone: (831) 469-1700
Program: **Dual Diagnosis Residential' and Day Treatment**
Program Address: 195A Harvey West Blvd, Santa Cruz, CA 95060
Program Telephone: (831) 469-1700

1.0 PROGRAM INTENT

1.1 Primary Task: As described in its proposal, the Community Counseling Center Dual Diagnosis Residential and Day Treatment program is designed to address the treatment needs of adolescents with dual diagnosis of emotional disturbances and substance abuse. The Counseling Center coordinates with the COUNTY Alcohol and Drug Program, Children's Mental Health Services, schools, law enforcement, and families of these youths.

Systems goals for the dual diagnosis program are to assist youth to become clean and sober and, like the Children's System of Care mission, to prepare youth in intensive levels of care to be successfully re-united with their families. A primary purpose is to shorten placement stays in residential care when appropriate, working closely with families and Mental Health and Substance Abuse Program staff to facilitate family reunification in a timely manner. More specifically, the program's intent is to promote rehabilitation and recovery by providing an array of medically necessary services which are individually tailored to meet the needs of emotionally and behaviorally disturbed adolescents who also have substance abuse problems—and to serve them locally within Santa Cruz County.

The Community Counseling Center program provides Residential and Day Treatment Program start-up activities, a day treatment program with a dual diagnosis focus, with specific and specialized emphasis on addressing the cultural needs of Latino youth and families through the provision of culturally competent programming and staffing. Services include program start-up, assessment, collateral, individual, group, crisis, psycho-educational and therapeutic recreation services packaged in a single day treatment rate and cost-based reimbursement for program start-up activities. Additional mental health rehabilitation services may be provided and billed before and after day treatment program hours where appropriate to meet the needs

of these high-risk youth and their families. The program also will work with clients to ensure involvement in 12-step, self-help recovery meetings and other on-going recovery activities.

Youth enrolled in the program have access to other services including the educational program operated by the County Office of Education. In addition, support services from the COUNTY Alcohol and Drug Program (screening, case management, benefits coordination, aftercare planning) and Mental Health (medication management, crisis/hospital evaluation, intensive family support) will be accessed when appropriate. This comprehensive treatment approach helps to ensure the ongoing success of each client in achieving treatment goals and objectives. Treatment plans are personalized according to the particular needs of individual clients and are reflective of culture, gender, age, and level of risk.

1.2 Description of Services:

a. Day Treatment: Community Counseling Center provides a Full-Day, Intensive Day Rehabilitative Program under the Rehabilitation Option to mental health and dual diagnosis clients. Specialized, focused substance abuse treatment and education is provided in a culturally competent manner.

Coordinators: COUNTY Alcohol and Drug Program and Mental Health Children's staff will serve as Coordinators for youth placed at Community Counseling Center. The Coordinator's role will be to open clients to Coordinated Care (if not already open) and ensure that all applicable documentation is completed. Community Counseling Center staff will operate as Service Providers working with the Coordinator to ensure that Service Plans and other documentation as required are completed in a timely manner.

Referrals to Community Counseling Center will come from the COUNTY Alcohol and Drug Program Youth Treatment Coordinator. Community Counseling Center will work closely with the Youth Treatment Coordinator at entry to, and exit from, the program with particular attention being paid to fostering smooth transitions.

Community Counseling Center will work closely with Mental Health and Substance Abuse Program staff to ensure that all clients will have voluntary placement Medi-Cal in place before entry into the Residential and Day Treatment program. An allowance will be made for no more than one Residential and Day Treatment slot at a time for the following occurrences:

- 1) Placement of an "undocumented" client who is ineligible for Medi-Cal; or
- 2) Placement of a non-Santa Cruz County youth after all efforts have been made to identify an appropriate Santa Cruz County youth (to be negotiated case by case, within a 10% annual vacancy rate). In such instances, every effort shall be made by Community Counseling Center and Mental Health and Substance

Abuse Program staff to secure from the other County's Mental Health Plan permission to bill Medi-Cal for Day Treatment services. In addition, Community Counseling Center shall work closely with the other County to transition the non-Santa Cruz County youth home again when clinically appropriate-to avoid any unnecessary longer lengths of stay by non-Santa Cruz County clients.

- 3) If there are not enough Santa Cruz County residents for Community Counseling Center placement, and if another County's Mental Health Plan agrees to full Medi-Cal authorization, by mutual consent between the Mental Health and Substance Abuse Program and Community Counseling Center, more than one non-Santa Cruz County youth may be placed. Priority will be given to geographically adjacent counties.

A range of services are provided to assist the adolescent client to gain the social and functional skills necessary for appropriate development and social integration—again, with an emphasis on substance abuse issues and culturally competent staffing, activities and strategies. Interventions are intended to promote recovery from alcohol and drug abuse, prevent hospitalization, longer-term residential care, locked care, and out-of-state placement. A key component of these services is close contact and coordination with families.

b. Program design includes the following:

- 1) Length of stay: Average 6 months, range 1-9 months.
- 2) Youth Served: 6 Santa Cruz County youth at a time; estimate 20 annually.

c. Community Counseling Center management will meet at least monthly with the Alcohol and Drug Youth Treatment Coordinator to insure coordination and evaluation of services with the Alcohol and Drug Program, the Mental Health Children's System of Care and evaluation requirements. Additional meetings shall include participation on Quality Assurance committees, inter-agency meetings involving the. COUNTY Alcohol and Drug Program, Children's Mental Health, the Human Resources Agency, the Alcohol and Drug Abuse Commission, and other concerned parties in the community as needed. The "systems intent" is to integrate Community Counseling Center into the larger Inter-Agency System of Care for high-risk youth.

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

1.3 Description of Client Population: Community Counseling Center serves adolescents 12 to 17 years old with serious emotional disturbances and substance abuse problems. Individuals are screened for their readiness to manage the responsibilities inherent in the dual diagnosis program-admission decisions are made conjointly with the COUNTY Mental Health and Substance Abuse Program.

1.4 Staffing:

Hiring decisions shall be made cooperatively with the Mental Health and Substance Abuse Program to ensure collaboration, a quality dual diagnosis program, and culturally competent staff.

Community Counseling Center Residential Program staff comprise a separate and distinct staffing ratio, but also focus on dual diagnosis expertise and culturally competent experience.

1.5 Facility

CONTRACTOR will obtain and furnish a facility(ies) with a minimum of 6 beds for youth residential treatment, and appropriate space for a day treatment classroom and other treatment and supportive services. CONTRACTOR shall submit to COUNTY for approval any proposed lease or purchase agreement for a facility for the youth residential and day treatment program prior to entering into such an agreement.

1.6 Performance Measures:

1. Community Counseling Center staff will provide assistance to clients in successful transition to community living and other services including educational and vocational opportunities, and obtaining referrals to outpatient health, mental health, and alcohol and drug abuse treatment services.
2. Community Counseling Center System of Care youth will participate in the Children's Mental Health Performance Outcome Evaluation package of instruments, as well as the Inter-agency KIDS Data Base. Community Counseling Center will work closely with the Evaluator at Children's Mental Health to review and report relevant outcome reports.
3. The Community Counseling Center Program will comply with the Latino Affairs Commission Standards of Accessibility for Latino services.

2.0 SYSTEM INTENT

2.1 Geographic Area Served: Santa Cruz County.

2.2 Quality Assurance Program: Community Counseling Center will participate in the CMH Quality Improvement process.

2.3 Organizational Structure: See enclosed chart.

2.4 Internal System Affiliations: Community Counseling Center will have substantial coordination with CMH Administration, Quality Assurance, the COUNTY Alcohol and Drug Program, and Children's Mental Health.

2.5 External System Affiliations: Community Counseling Center will coordinate with all other Inter-agency System of Care providers in conjunction with CMH Children's Mental Health Services, particularly the local educational system.

2.6 Special System Intent: Given Santa Cruz County's high-profile interest in providing culturally competent services to dual diagnosed youth, special coordination efforts shall be brought to bear as needed in interfacing with community special interest groups and task force reviews.

2.7 Fair Hearing Practice: Complaints and/or grievances brought by clients or families participating in Community Counseling Center services may go through several levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) Program Manager; (2) Director; (3) Executive Director; (4) external systems, e.g. legal.

2.8 Fee Schedule: All Community Counseling Center clients will have placement Medi-Cal except as noted in Section 1.2.a above.

3.0 METHOD OF PAYMENT

a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-COUNTY programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.

b. For the new fiscal year, COUNTY agrees to provide CONTRACTOR with monthly advances for July, August and September equal to 1/12th per month of the prior year contract amount or 1/12th of the new year amount, whichever is less. For the month of October, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th of the new year amount plus, if appropriate, an adjustment for the months of July, August and September. For the remainder of the fiscal year, COUNTY agrees to provide CONTRACTOR with a monthly advance equal to 1/12th of the new year contract amount.

c. At the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred. If CONTRACTOR has provided 90% or more of the quarterly costs budgeted in Exhibit C, COUNTY will make full payment on the next 1/12th

claim submitted by CONTRACTOR; if CONTRACTOR does not show 90% of budgeted costs, COUNTY will reduce CONTRACTOR'S next claim by that amount.

0326

If, in subsequent quarters of the fiscal year, CONTRACTOR shows total year-to-date costs in excess of 90% of year-to-date budgeted costs, COUNTY will restore previously subtracted amounts on the next claim.

d. Out of the total sum available for youth residential and day treatment services under this contract, COUNTY agrees to pay CONTRACTOR for reimbursement of actual costs of start-up of the youth residential and day treatment services described above not to exceed the amounts listed as startup on the budget page. Any changes in line items of the start-up budget that exceed the greater of 10% of the start-up budget must be approved by the COUNTY's Administrator. Once the CONTRACTOR has obtained a facility, a revised start-up budget will be submitted to COUNTY for approval that reflects any revised estimates of start-up timelines, remodeling costs and other factors influencing start-up costs.

e. With the approval of the COUNTY's Administrator, funds may be shifted between those allocated for start-up and those allocated for other reimbursable activities, provided that the total available for youth residential and day treatment services is not exceeded. To the extent that funds needed to provide COUNTY match for AFDC-FC Voluntary Placement are in excess of COUNTY match provided for in the HRA budget, this amount of excess required COUNTY match shall be deducted from the total amount available to CONTRACTOR under this agreement. COUNTY and CONTRACTOR agree to meet at least quarterly to track start-up costs, AFDC-FC match costs and other costs related to the youth residential and day treatment program to ensure that the total amount of COUNTY General Funds available for the youth residential and day treatment program are not exceeded.

S:99-00 Contracts
129-03 Scope Part c (DD Residential Treatment 99-00)
11.22.99

LEGAL ENTITY: Santa Cruz Community Counseling Center
 PROGRAM NAME: Community Recovery Services
 INDEX NUMBER: 363113

FISCAL YEAR: 1999/2000
 CONTRACT #: CO90129-03
 DATE: 11/22/99

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT C

	CONTRACT TOTAL							
PROGRAM COMPONENT		Day TX	Day TX	Residential	Residential	Contingency		
PROVIDER #		TBD	TBD	Group	Group			
MODE		10	Start-up	Operations	Start-up			
SERVICE FUNCTION		85						
CONTRACTOR'S COSTS	330,500	81,866	38,331	105,465	93,873	10,965		
REVENUES								
GRANTS								
PATIENT FEES	62,880			62,880				
PATIENT INSURANCE								
OTHER	25,000				25,000			
TOTAL REVENUES	87,880			62,880	25,000			
NET CONTRACT AMOUNT	242,620	81,866	38,331	42,585	68,873	10,965		
FUNDING SOURCES								
MEDI-CAL (FFP & MATCH)	84,060	81,866	2,194					
MAC (FFP & MATCH)								
MEDICARE								
REALIGNMENT / HSA COUNTY	135,000		36,137	19,025	68,873	10,965		
OTHER - HRA COUNTY	23,560			23,560				
TOTAL FUNDING SOURCES	242,620	81,866	38,331	42,585	68,873	10,965		
UNIT COST CALCULATION								
CONTRACTORS COSTS	242,620	81,866	38,331	42,585	68,873	10,965		
COUNTY'S DIRECT COSTS	8,664	8,664						
TOTAL DIRECT COSTS	251,284	90,530	38,331	42,585	68,873	10,965		
UNITS OF SERVICE		570						
COST PER UNIT-TOTAL		158.82						
CONTRACT COST PER UNIT		143.62						
COUNTY COST PER UNIT		15.20						

The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown in Net Contract Amount by type of service.

CONTRACT UNITS	570						
CONTRACT MEDI-CAL UNITS	570						
CONTRACT INDIGENT UNITS							
CONTRACT OTHER UNITS							

EXHIBIT C -- Scope of Service and Budget

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

Part D

Provider: Santa Cruz Community Counseling Center, Inc.
Provider No.: N/A
Program: **Housing Peer Support Team**
Program Address: 290 Pioneer St., Santa Cruz, CA 95060
Provider Telephone: (831) 459-0444
Program Telephone: (831) 459-0444

1. PROGRAM INTENT

1.1 Primary Task: The program's purpose is to provide supportive wrap-around services to adults with psychiatric disabilities who are residents of supported housing. The services, provided by peer counselors, are non-clinical and designed to engage housing clients in meaningful activities that are appropriate to their desires and clinical stability.

1.2 Description of Services and Staffing:

a. Housing Peer Support Team: This special program is funded by a federal SAMHSA Block Grant managed and administered by the State Department of Mental Health. The scope of work, as outlined in the grant submitted by Community Mental Health and the Santa Cruz County Community Counseling Center, shall be the defined scope of services and work. For the term of this contract, CONTRACTOR'S tasks include maintaining trained peer support staff. Reimbursement will be cost based.

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

1.3 Description of Client Population: The Housing Peer Support Team serves adults 18 years and older with serious psychiatric disabilities, with a special emphasis on clients who are at risk of becoming homeless without supportive services. Participation in the program is voluntary and individuals are screened for their willingness to participate in the program.

1.4 Staffing: a c t f i l e .

1.5 Performance Measures:

Performance measures are those included in original grant proposal, see contract file.

2.0 SYSTEM INTENT

2.1 Geographic area serviced: Services will be provided to residents of the County.

2.2 Organization and Administrative Structure: Contract file.

2.3 Internal System Affiliations: The Housing Peer Support Team will coordinate with all other mental health system providers, including CMH coordinators, program managers, and psychiatrists. The Housing Peer Support Team also works with CSS coordinators, CFSC Property Management, Watsonville Activity Center, Community Organizers, Career Services, Community Connection and residential care providers.

2.4 External System Affiliations: The Housing Peer Support Team has contact with the Planned Parenthood, and local landlords and property managers. The program also has contact with shelters, drug and alcohol providers, Food and Nutrition, the Food Bank and the Homeless Persons Resource Center.

2.5 Fair Hearing Practice: Complaints and grievances brought by clients may go through up to five levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) staff Supervisor; (2) Program Manager; (3) Program Director; (4) agency Executive Director; and (5) external systems, e.g., legal.

2.6 Fee Schedule: The Housing Peer Support Team does not charge any fees for its services.

3.0 METHOD OF PAYMENT

a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.

b. For the new fiscal year, COUNTY agrees to provide CONTRACTOR with monthly advances for July, August and September equal to 1/12th per month of the prior year contract amount or 1/12th of the new year amount, whichever is less. For the month of October, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th of the new year amount plus, if appropriate, an adjustment for the months of July, August and September. For the remainder of the fiscal year, COUNTY agrees to provide CONTRACTOR with a monthly advance equal to 1/12th of the new year contract amount.

c. At the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred. If CONTRACTOR has provided 90% or more of the quarterly costs budgeted in Exhibit C, COUNTY will make full payment on the next 1/12th claim submitted by CONTRACTOR; if CONTRACTOR does not show 90% of budgeted costs, COUNTY will reduce CONTRACTOR'S next claim by that amount.

If, in subsequent quarters of the fiscal year, CONTRACTOR shows total year-to-date costs in excess of 90% of year-to-date budgeted costs, COUNTY will restore previously subtracted amounts on the next claim.

d. The Housing Peer Support Team is a cost reimbursed federal block grant and claims shall reflect actual costs.

S:99-00 Contracts

129-05 Scope Part D (Supported Housing 99-00)

11.22.99

LEGAL ENTITY: Santa Cruz Community Counseling Center
 PROGRAM NAME: Supported Housing
 INDEX NUMBER: 363210

FISCAL YEAR: 1999/2000
 CONTRACT #: CO901 29-04
 DATE: 11/22/99

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT C

	CONTRACT TOTAL						
PROGRAMCOMPONENT		Housing					
PROVIDER #		NA					
MODE		45					
SERVICE FUNCTION		20					
CONTRACTORS COSTS	86,488	86,488					
REVENUES							
GRANTS							
PATIENT FEES							
PATIENT INSURANCE							
OTHER							
TOTAL REVENUES							
NET CONTRACT AMOUNT	86,488	86,488					
FUNDING SOURCES							
MEDI-CAL (FFP & MATCH)							
MAC (FFP 8 MATCH)							
MEDICARE							
REALIGNMENT/COUNTY							
OTHER	86,488	86,488					
TOTAL FUNDING SOURCES	86,488	86,488					
UNIT COST CALCULATION							
CONTRACTORS COSTS	86,488	86,488					
COUNTYS DIRECT COSTS							
TOTAL DIRECT COSTS	86,488	86,488					
UNITS OF SERVICE		NA					
COST PER UNIT-TOTAL							
CONTRACT COST PER UNIT							
COUNTY COST PER UNIT							

The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown in Net Contract Amount by type of service.

CONTRACT UNITS	NA						
CONTRACT MEDI-CAL UNITS							
CONTRACT INDIGENT UNITS							
CONTRACT OTHER UNITS							

Health Outreach (716) and Paid Time Off (731).

1.3 Description of Client Population: Paloma House serves adults 18 years and older with serious psychiatric disabilities, with a special emphasis on clients who are dually diagnosed. Many of these individuals are referred by the criminal justice system and/or are homeless. Individuals are screened for their readiness to manage the responsibilities inherent in the program. Clients with histories of violence will be screened for current and potential future risk to others.

1.4 Staffing: Contract file.

1.5 Performance Measures:

Performance measures are those included in original grant proposal; see contract file.

2.0 SYSTEM INTENT

2.1 Geographic area serviced: Services will be provided to residents of the County.

2.2 Organization and Administrative Structure: Contract file.

2.3 Internal System Affiliations: Paloma House will coordinate with all other mental health system providers; coordination with CMH Access Team, coordinators, program managers, and psychiatrists. Paloma House also works with the Dominican Mental Health Unit, El Dorado programs, Harbor Hills, Opal Cliff, Community Connection, Public Guardian's Office, and residential care providers.

2.4 External System Affiliations: Paloma House has contact with the Santa Cruz AIDS Project, Planned Parenthood, and local landlords and property managers. The program also has regular contact with shelters, drug and alcohol providers, Food and Nutrition, the Food Bank and the Homeless Persons Health Project.

2.5 Fair Hearing Practice: Complaints and grievances brought by clients may go through up to five levels of review. If the complaint cannot be satisfactorily resolved at one level, the grievance proceeds to subsequent levels. These are: (1) staff Supervisor; (2) Program Manager; (3) Program Director; (4) agency Executive Director; and (5) external systems, e.g., legal.

2.6 Fee Schedule: Paloma House fees for room and board are currently \$731/month.

3.0 METHOD OF PAYMENT

a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.

b. For the new fiscal year, COUNTY agrees to provide CONTRACTOR with monthly advances for July, August and September equal to 1/12th per month of the prior year contract amount or 1/12th of the new year amount, whichever is less. For the month of October, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th of the new year amount plus, if appropriate, an adjustment for the months of July, August and September. For the remainder of the fiscal year, COUNTY agrees to provide CONTRACTOR with a monthly advance equal to 1/12th of the new year contract amount.

c. At the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred. If CONTRACTOR has provided 90% or more of the quarterly costs budgeted in Exhibit C, COUNTY will make full payment on the next 1/12th claim submitted by CONTRACTOR; if CONTRACTOR does not show 90% of budgeted costs, COUNTY will reduce CONTRACTOR'S next claim by that amount.

If, in subsequent quarters of the fiscal year, CONTRACTOR shows total year-to-date costs in excess of 90% of year-to-date budgeted costs, COUNTY will restore previously subtracted amounts on the next claim.

d. Paloma House is a cost reimbursed federal block grant and claims shall reflect actual costs. Paloma Maintenance funding on the budget page is to be used for painting the facility at 321 E. Beach St.

S:99-00 Contracts
129-05 Scope Pat-t E (Paloma House 99-00)
7.29.99

LEGAL ENTITY: Santa Cruz Community Counseling Center
 PROGRAM NAME: Paloma House
 INDEX NUMBER: 363210

FISCAL YEAR: 1999/2000
 CONTRACT #: CO90129-05
 DATE: 11/22/99

SANTA CRUZ COUNTY
 COMMUNITY MENTAL HEALTH
 SERVICE AGREEMENT BUDGET
 EXHIBIT C

	CONTRACT TOTAL							
PROGRAMCOMPONENT		Paloma	Paloma Maint					
PROVIDER #		N/A	N/A					
MODE		05	05					
SERVICE FUNCTION		60	60					
CONTRACTOR'S COSTS	210,272	195,587	14,685					
REVENUES								
GRANTS								
PATIENT FEES								
PATIENT INSURANCE								
OTHER								
TOTAL REVENUES								
NET CONTRACT AMOUNT	210,272	195,587	14,685					
FUNDING SOURCES								
MEDI-CAL (FFP & MATCH)								
MAC (FFP & MATCH)								
MEDICARE								
REALIGNMENT/COUNTY	16,585	1,900	14,685					
OTHER	193,687	193,687						
TOTAL FUNDING SOURCES	210,272	195,587	14,685					
UNIT COST CALCULATION								
CONTRACTOR'S COSTS	210,272	195,587	14,685					
COUNTY'S DIRECT COSTS								
TOTAL DIRECT COSTS	210,272	195,587	14,685					
UNITS OF SERVICE		N/A	N/A					
COST PER UNIT - TOTAL								
CONTRACT COST PER UNIT								
COUNTY COST PER UNIT								

The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown in Net Contract Amount by type of service.

30 CONTRACT UNITS
 CONTRACT MEDI-CAL UNITS
 CONTRACT INDIGENT UNITS
 CONTRACT OTHER UNITS

N/A	N/A						

EXHIBIT C -- Scope of Service and Budget

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

Part E

Provider: Santa Cruz Community Counseling Center, Inc.
Provider No.: N/A
Program: **Paloma House**
Program Address: 321 E Beach St, Watsonville, CA 95076
Provider Telephone: (831) 469-1700
Program Telephone: (831) 459-0444

1. PROGRAM INTENT

1.1 Primary Task: The program's purpose is to provide residential treatment services for adults with psychiatric disabilities and co-occurring chemical dependency (Dual Diagnosis). The program assists individuals to become knowledgeable about their illness, and to make informed choices regarding their daily living needs. These choices involve their needs for housing, support services, vocational/educational involvement, physical and psychological health and social relationships. The program will utilize an Integrated Treatment model to attain the goals of psychiatric stabilization and sobriety.

1.2 Description of Services and Staffing:

- a. Paloma House Residential Care: This special program is funded by a federal SAMHSA Block Grant managed and administered jointly by the State Department of Mental Health and the State Alcohol and Drug Program. The scope of work, as outlined in the grant submitted by Community Mental Health and the Santa Cruz County Community Counseling Center, shall be the defined scope of services and work. For the term of this contract, CONTRACTOR'S tasks include maintaining trained clinical staff and maintaining the facility for licensing by the State Department of Social Services. Reimbursement will be cost based.
- b. In addition to the services described above, CONTRACTOR service provision shall include, but not be limited to, some or all of the following Medi-Cal Administrative Activities related to indirect patient care (as referenced in the COUNTY'S Mental Health MAA Plan: Intake/Benefit Assistance (715), Medi-Cal Outreach (717), Referral in Crisis Situations (713), Case Management of Non-Open Cases (718), General Administration (721), Day Program Support (741), Residential Support (751), Clinical Availability (761), Medi-Cal contract Administration (724), MAA Related Training (719), General Mental

EXHIBIT C – Scope of Service and Budget

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

Part F

Provider: Santa Cruz Community Counseling Center, Inc.
Provider No.: 4430
Provider Telephone: (831) 469-1700
Program: **Youth Services GROW Program for Probation Wards**
Program Address: 1400 Emeline Ave, Santa Cruz, CA 95060
Program Telephone: (831) 425-2227

To expand the public/private partnership in the System of Care Model, as well as provide a culturally competent service system, COUNTY is contracting with Santa Cruz Community Counseling Center for six licensed and/or bilingual mental health clinicians to provide intensive mental health services for seriously emotional/y disturbed Santa Cruz County court wards. One of the six clinicians shall serve as a licensed supervisor for the other five in addition to part-time direct service delivery. Children's Mental Health and Probation Department staff will participate in the selection of the CONTRACTOR clinical staff. Case loads for clinicians in the GROW Program will be between 7-10 youth and their families.

To ensure a System of Care approach with a strong focus on results and accountability, Children's Mental Health will house and provide the lead on training, supervision, assignment, and support for the array of mental health rehabilitation and case management services needed to safely maintain these youth in their communities with their families-through strong, pro-active and collaborative contract management of this Youth Services program. The Youth Services Supervisor will take the lead on Youth Service personnel and administrative issues, as well as direct clinical supervision of staff. However, this shall be accomplished in close collaboration with the assigned COUNTY Supervisor and Program Manager. It is anticipated that Youth Services will increasingly perform the role of maintaining System of Care focus and accountability as a full inter-agency partner.

Staff salaries, benefits, transportation, registration fees and lodging will be paid by CONTRACTOR. Other general services and supplies will be provided by COUNTY including periodic use of COUNTY vehicles as approved by Mental Health utilizing COUNTY Risk Management procedures. At such time that CONTRACTOR staff move out of COUNTY facilities, this contract shall be adjusted appropriately to reflect additional rent/lease, general service and supply costs.

1.0 PROGRAM INTENT

- 1.1 Primary Task: CONTRACTOR staff will provide mental health services intended to successfully maintain youth in their communities with their families instead of group home placement; to eliminate or reduce subsequent re-arrests; to promote school attendance and performance; and to increase adolescent functioning and behavior.

Secondary Task: CONTRACTOR will develop staff procedures to ensure an orderly transition to increased program leadership, particularly in the role of the new licensed supervisor.

- 1.2. Description of Services and Staffing: CONTRACTOR staff will essentially function like COUNTY staff, receiving Probation/Mental Health screened adolescent court wards who are assessed by Children's Mental Health and assigned to COUNTY and CONTRACTOR staff for mental health services.

Six full-time CONTRACTOR staff will provide the full array of mental health rehabilitation and case management services including assessment, individual, collateral, group, and crisis services. Full-time staff will be required to provide some evening and/or weekend hours to accommodate client and family needs. The licensed supervisor will carry a half-time direct service caseload which may include mentoring or "shadowing" of other staff during service delivery as long as such activities are billable.

- a. Length of Stay: Average 9 months; range 4-15 months
- b. Youth Served: Average caseload 7-10; annual unduplicated count of 10-20 per clinician, annual total of 90-120 for six positions.
- c. Mental Health Services Productivity Expectation: 80% of time worked in billable mental health services (GROW Supervisor expectation will be 50%)
- d. Improvement in adolescent functioning as measured by CAFAS and/or CBCL.

Quality Assurance Program: CONTRACTOR staff will participate in the COUNTY'S administrative and clinical meetings (e.g., monthly expanded Children's Management meeting and interagency collaborative meetings with the Probation Department), and are part of the Quality Assurance (QA) plan under the Medi-Cal Rehabilitative Option. CONTRACTOR staff will be assessed through the Quality Improvement (QI) guidelines of the QA plan as well as the Children's Mental Health evaluation component.

- 1.3. Description of Client Population: CONTRACTOR staff serve a population of seriously emotionally disturbed court wards who would otherwise be in group home placements. These youth have multiple behavioral and emotional problems and require an interagency approach to successfully address their problems.

All referrals will be screened by a Probation Department/Children's Mental Health team and assessed by Mental Health for intensive mental health services. CONTRACTOR and COUNTY Mental Health staff will be assigned to provide mental health services to accomplish the primary task.

2.0 PROGRAM GOALS

2.1 The contract goals are as follows:

- a. To eliminate an average of at least 75% of the AFDC-FC placement costs that would otherwise be spent on group home placements for these youth, as measured by COUNTY placement data (available in the KIDS Data Base, and HRA's AFDC/FC cost report).
- b. To reduce re-arrest rates by at least 50% for youth served in the program using California's SOC methodology (not including increased probation violations which can be anticipated to increase as part of treatment plan and increased scrutiny).
- c. Maintain school attendance at a minimum of 80% for program participants.
- d. Increase school performance using SOC methodology and standardized tests.

3.0 EVALUATION

Continued funding of this contract is dependent upon EPSDT Medi-Cal revenues and accomplishment of program intent and goals. Contract services will be evaluated based upon the following:

- a. Number of youth served.
- b. Success in safely maintaining youth in their homes instead of AFDC-FC placements.
- c. Reductions in re-arrest rates,
- d. Improvement in functioning as measured by CAFAS and/or CBCL.
- e. Mental Health services provided to Medi-Cal recipients and EPSDT revenue, targeting comparable rates of Medi-Cal beneficiaries as present in COUNTY Probation/MH programs. Attention will be paid to CONTRACTOR efforts at increasing Medi-Cal beneficiary status.

4.0 METHOD OF PAYMENT

- a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.

b. For the new fiscal year, COUNTY agrees to provide CONTRACTOR with monthly advances for July, August and September equal to 1/12th per month of the prior year contract amount or 1/12th of the new year amount, whichever is less. For the month of October, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th of the new year amount plus, if appropriate, an adjustment for the months of July, August and September. For the remainder of the fiscal year, COUNTY agrees to provide CONTRACTOR with a monthly advance equal to 1/12th of the new year contract amount.

c. At the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred. If CONTRACTOR has provided 90% or more of the quarterly costs budgeted in Exhibit C, COUNTY will make full payment on the next 1/12th claim submitted by CONTRACTOR; if CONTRACTOR does not show 90% of budgeted costs, COUNTY will reduce CONTRACTOR'S next claim by that amount.

If, in subsequent quarters of the fiscal year, CONTRACTOR shows total year-to-date costs in excess of 90% of year-to-date budgeted costs, COUNTY will restore previously subtracted amounts on the next claim.

S:99-00 Contracts
129-06 Scope Part F (Youth Services GROW Program for Court Wards 99.00)
7.29.99



LEGAL ENTITY: Santa Cruz Community Counseling Center
PROGRAM NAME: Court Ward Alternative
INDEX NUMBER: 363119

FISCAL YEAR: 1999/2000
CONTRACT #: CO90129-06
DATE: 11/22/99

SANTA CRUZ COUNTY
COMMUNITY MENTAL HEALTH
SERVICE AGREEMENT BUDGET
EXHIBIT C

CONTRACT TOTAL							
PROGRAM COMPONENT		Court Ward					
PROVIDER #		NA					
MODE		15					
SERVICE FUNCTION		01,10-50,70					
CONTRACTORS COSTS	259,800	259,800					
REVENUES							
GRANTS							
PATIENT FEES							
PATIENT INSURANCE							
OTHER							
TOTAL REVENUES							
NET CONTRACT AMOUNT	259,800	259,800					
FUNDING SOURCES							
MEDI-CAL (FFP & MATCH)	259,800	259,800					
MAC (FFP & MATCH)							
MEDICARE							
REALIGNMENT/COUNTY							
OTHER							
TOTAL FUNDING SOURCES	259,800	259,800					
UNIT COST CALCULATION							
CONTRACTOR'S COSTS	259,800	259,800					
COUNTY'S DIRECT COSTS							
TOTAL DIRECT COSTS	259,800	259,800					
UNITS OF SERVICE		NA					
COST PER UNIT -TOTAL							
CONTRACT COST PER UNIT							
COUNTY COST PER UNIT							

The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown in Net Contract Amount by type of service.

CONTRACT UNITS	NA						
CONTRACT MEDI-CAL UNITS							
CONTRACT INDIGENT UNITS							
CONTRACT OTHER UNITS							

EXHIBIT C – Scope of Service and Budget

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

Part G

Provider: Santa Cruz Community Counseling Center, Inc.
Provider No.: 44AR
Provider Telephone: (831) 469-1700
Program: **Youth Services Above The Line/Homeless Youth**
Program Address: 709 Mission St, Santa Cruz, CA 95060
Program Telephone: (831) 4250771

1.0 PROGRAM INTENT

- 1.1 Primary Task: CONTRACTOR staff will provide mental health services to the Above The Line program for homeless youth, providing an array of case management and rehabilitative mental health services to identified homeless youth who are Medi-Cal beneficiaries. Non-Medi-Cal homeless youth served by Above The Line will receive case management/counseling services from Above The Line staff.
- 1.2 Description of Services and Staffing: CONTRACTOR staff will receive referrals directly from Above The Line including a mutual and thorough benefit review to determine Medi-Cal status. Two full-time CONTRACTOR staff (expanding to four mid-year) will provide the full array of mental health rehabilitation and case management services including assessment, individual, collateral, group and crisis services. Full-time staff may be required to provide some evening and/or weekend hours to accommodate client and family needs. Youth Services will provide clerical and data entry support.

CONTRACTOR staff will be supervised by Youth Services supervisor, but will coordinate closely with, and take on-site direction from, the Above The Line program coordinator. Regular meetings and cross-training will occur between CONTRACTOR and Above The Line staff and managers, with periodic coordination meetings with Children's Mental Health. CONTRACTOR staff will be provided counseling space at the Above The Line facility. Youth Services will provide a locked client chart room.

- a. Length of Stay: Variable, 3 days to 18 months.
- b. Youth Served: Average caseload of IO-16 per clinician depending on severity; annual unduplicated estimate of 20-32 per clinician depending on client length of stay. After full year of operation, will revise these estimates.
- c. Mental Health Services Productivity Expectation: 80% of time worked in billable mental health services.
- d. Improvement in adolescent functioning as measured by CAFAS and/or CBCL.

Quality Assurance Program: CONTRACTOR staff are part of the Quality Assurance (QA) plan under the Medi-Cal Rehabilitative Option. CONTRACTOR staff will be assessed through the Quality Improvement (QI) guidelines of the QA plan as well as the Children's Mental Health evaluation component.

- 1.3. Description of Client Population: CONTRACTOR staff serve a population of Medi-Cal homeless youth who would otherwise be living on the streets. These youth have multiple behavioral and emotional problems and require an interagency approach to successfully address their problems. Clients are voluntary residents or day attendees at the Above The Line facility, and need intensive assistance in successfully meeting developmental adolescent milestones such as school attendance and graduation, vocational skills, holding down a job, self-help skills, and transition into young adulthood.

2.0 PROGRAM GOALS

- 2.1 The contract goals are as follows:

- a. 100% of youth served will be Medi-Cal beneficiaries.
- b. Demonstrate success in assisting youth in securing employment, housing, access to health care, emotional supports, and resolution of family issues (through both case management and counseling) that allow youth to move into independence. Measured by annual program and case review. Additional measures may be developed to track the areas listed above.
- c. Maintain school attendance at a minimum of 80% for program participants.
- d. Increase school performance using SOC methodology and standardized tests.
- e. Demonstrate clinical improvement in functioning.

3.0 EVALUATION

Continued funding of this contract is dependent upon EPSDT Medi-Cal revenues and accomplishment of program intent and goals. Contract services will be evaluated based upon the following:

- a. Number of youth served.
- b. Success in maintaining youth participation in the Above The Line program (baseline to be developed with a full year's experience), as well as meeting individualized client goals.
- c. Success in school based on attendance and grade level equivalency gains.
- d. Improvement in functioning as measured by CAFAS and/or CBCL
- e. Mental Health services provided to Medi-Cal recipients and EPSDT revenue

4.0 METHOD OF PAYMENT

a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.

b. For the new fiscal year, COUNTY agrees to provide CONTRACTOR with monthly advances for July, August and September equal to 1/12th per month of the prior year contract amount or 1/12th of the new year amount, whichever is less. For the month of October, COUNTY agrees to provide CONTRACTOR with an advance equal to 1/12th of the new year amount plus, if appropriate, an adjustment for the months of July, August and September. For the remainder of the fiscal year, COUNTY agrees to provide CONTRACTOR with a monthly advance equal to 1/12th of the new year contract amount.

c. At the end of each quarter, CONTRACTOR shall submit a statement of actual expenses incurred. If CONTRACTOR has provided 90% or more of the quarterly costs budgeted in Exhibit C, COUNTY will make full payment on the next 1/12th claim submitted by CONTRACTOR; if CONTRACTOR does not show 90% of budgeted costs, COUNTY will reduce CONTRACTOR'S next claim by that amount.

If, in subsequent quarters of the fiscal year, CONTRACTOR shows total year-to-date costs in excess of 90% of year-to-date budgeted costs, COUNTY will restore previously subtracted amounts on the next claim.



LEGAL ENTITY: Santa Cruz Community Counseling Center
PROGRAM NAME: Youth Services - Above the Line
INDEX NUMBER: 363111

FISCAL YEAR: 199912000
CONTRACT #: CO90129-07
DATE: 11 /22/99

SANTA CRUZ COUNTY
COMMUNITY MENTAL HEALTH
SERVICE AGREEMENT BUDGET
EXHIBIT C

CONTRACT TOTAL		Outpatient	Outpatient	Outpatient				
PROGRAMCOMPONENT	PROVIDER #	44AR	44AR	44AR				
MODE	15	15	15	15				
SERVICE FUNCTION	01	10-50	70	70				
CONTRACTOR'S COSTS	141,700	14,170	113,360	14,170				
REVENUES								
GRANTS								
PATIENT FEES								
PATIENT INSURANCE								
OTHER								
TOTAL REVENUES								
NET CONTRACT AMOUNT	141,700	14,170	113,360	14,170				
FUNDING SOURCES								
MEDI-CAL (FFP & MATCH)	141,700	14,170	113,360	14,170				
MAC (FFP & MATCH)								
MEDICARE								
REALIGNMENT/COUNTY								
OTHER								
TOTAL FUNDING SOURCES	141,700	14,170	113,360	14,170				
UNIT COST CALCULATION								
CONTRACTOR'S COSTS	141,700	14,170	113,360	14,170				
COUNTY'S, DIRECT COSTS	43,600	4,360	34,880	4,360				
TOTAL DIRECT COSTS	185,300	18,530	148,240	18,530				
UNITS OF SERVICE		21,800	174,400	21,800				
COST PER UNIT - TOTAL		0.85	0.85	0.85				
CONTRACT COST PER UNIT		0.65	0.65	0.65				
COUNTY COST PER UNIT		0.20	0.20	0.20				

The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown in Net Contract Amount by type of service.

CONTRACT UNITS	21,800	174,400	21,800				
CONTRACT MEDI-CAL UNITS	21,800	174,400	21,800				
CONTRACT INDIGENT UNITS							
CONTRACT OTHER UNITS							

COUNTY OF SANTA CRUZ

EXHIBIT D -- MEDI-CAL & MEDICARE REQUIREMENTS

A. SHORT-DOYLE/MEDI-CAL SERVICES (SDMC)

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

1. Mutual Objectives

a. Both CONTRACTOR and COUNTY Desire:

- (1) To assure that all Title XIX eligible clients are informed of the Medi-Cal program, and how to access it.
- (2) To assure that assistance is provided to eligible individuals in determining their eligibility for participation in California's Medi-Cal plan.
- (3) To assure the availability of early and appropriate interventions so that diagnosis, treatment, and rehabilitation occur in a timely manner.
- (4) To assure that eligible individuals are aware of and understand, in culturally competent and language specific terms, the benefits of preventive and remedial care.
- (5) To assure that health-related services provided to clients served by the CONTRACTOR are of sufficient amount, duration, and scope to correct or ameliorate the condition for which they were determined to be medically necessary.

2. The CONTRACTOR Agrees:

- a. To provide a Medi-Cal cost report within 60 days after the end of the fiscal year which documents actual cost of providing Medi-Cal services. After the 60 day period, CONTRACTOR claims will be held for payment until the cost report is received.
- b. To reimburse the COUNTY 50% of FFP paid for services in excess of costs upon submission of the cost report. This will be returned to the federal government by the COUNTY. This is based on total reimbursement for all Medi-Cal services paid in aggregate as calculated within the **Short-Doyle/Medi-Cal** cost report. This provision does not apply if the CONTRACTOR exceeds the contracted units of service by 10% or more.
- c. To complete accurate CDS data forms documenting services provided by clinical staff and enter the data into the COUNTY'S management information

system within 5 days of service.

- d. To work with Mental Health Patient Accounting/Billing section to confirm current eligibility for Medi-Cal and Medicare benefits and assist clients in applying for benefits if appropriate.
- e. To document all services for a client in the medical record and to get approval for all **planned services** from the client's Coordinator.
- f. To provide support as requested for the Quality Improvement Committee.
- g. To reimburse the COUNTY for all audit exceptions and disallowances (which are determined by the Mental Health Director, or his/her designee, to be the responsibility of the CONTRACTOR) from either, 1) State audits (Fiscal & Quality Assurance); or 2) Quality Improvement **Committee/UR** denials.

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

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

- j. The CONTRACTOR is responsible for providing the required Medi-Cal units of service as defined in Exhibit C of this Agreement. The COUNTY shall not reimburse CONTRACTOR for any non Medi-Cal units of service in excess of the number shown on the Budget page of Exhibit C. The COUNTY shall not cover any short-falls due to lack of productivity. The maximum amount of this Agreement may be amended per Section A.3.i of Exhibit D if actual Medi-Cal units of service delivered deviate significantly from the budgeted Medi-Cal units of service defined in Exhibit C of this Agreement.

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

3. **The COUNTY Agrees:**

- a. To provide **Short-Doyle/Medi-Cal**, patient accounting and billing services to all providers.
- b. To provide computer equipment for electronic mail, client data (PSP), billing and word processing systems. When equipment utilized by CONTRACTOR is COUNTY'S, COUNTY will provide maintenance, repair, and staff training.
- c. To provide CDS services and MIS reports to facilitate assignment of Coordinators and productivity.
- d. To provide Quality Assurance Training as requested by the provider.
- e. To provide medical records and clinical forms to all providers.
- f. To provide consultation and clinical supports based on specific services.
- g. To coordinate regarding client benefit and UMDAP status.
- h. Costs for **COUNTY** supports of direct services shall be included in the contract budget exhibit.
- i. If the CONTRACTOR does not provide at least 90% of the Medi-Cal units of service defined in Exhibit C of this Agreement, or if the CONTRACTOR provides more than 110% of the Medi-Cal units of service defined in Exhibit C of this Agreement, the COUNTY may elect to amend this Agreement in order to increase or decrease the total contract amount based on the projected annual FFP. The COUNTY will furnish the CONTRACTOR quarterly reports detailing the estimated Medi-Cal units of service.

Final determination of whether the CONTRACTOR meets or exceeds the

above Medi-Cal units of service standard will be made once all eligible units of service have been billed and adjudicated by the State. This will occur approximately 12 months after the end of this Agreement. However, if quarterly reports indicate that actual Medi-Cal units of service will either fail to meet the 90% standard, or exceed the 110% standard, the COUNTY reserves the right to amend this Agreement in order to increase or decrease the total contract amount based upon anticipated annual FFP before final adjudication of all units has-occurred. This will not preclude subsequent amendments to this Agreement which reflect FFP and total contract amounts based upon final Medi-Cal units of service delivered

B. MEDICARE PARTIAL HOSPITALIZATION FOR COMMUNITY MENTAL HEALTH CENTERS

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

1. The CONTRACTOR Agrees:

- a. To document services on CDS forms in compliance with Medicare billing requirements and the Medicare Plan of Care approved by a physician within 5 days of admittance of the program.
- b. To complete the physician certification and 2 week updates to the Medicare plan.
- c. To provide an assessment documenting medical necessity and the need for services as defined by the Aetna clinical policy by of August, 1995.
- d. To provide complete clinical documentation of services in the medical record and all necessary documentation to comply with Aetna help letters and appeals.
- e. To repay the COUNTY for any federal disallowances initiated by HCFA or the fiscal intermediary for the Medicare Partial Hospitalization program.
- f. The CONTRACTOR is responsible for providing the required Medicare units of service as defined in Exhibit C of this Agreement. The COUNTY shall not cover any short-falls due to **lack** of productivity. The maximum amount of this Agreement may be amended per Section A.3.i of Exhibit D if actual Medicare units of service delivered deviate significantly from the budgeted Medicare units of service defined in Exhibit C of this Agreement. The CONTRACTOR is responsible for monitoring services provided, the benefit status of clients, insuring the Mental Health Patient Accounting/Billing section receives current client eligibility status for billing, and working to correct any billing data errors.

2. The COUNTY Agrees:

- a. To provide training on Medicare requirements, documentation needs, etc.
- b. To bill for all services and provide patient accounting and computer supports.
- c. To provide training on Medicare Partial Hospitalization requirements, etc., and provide billing, patient accounts and computer support services related to the partial hospitalization program.
- d. To ensure that partial hospital services are part of an integrated service program with the goal and intent of avoiding hospitalizations.
- e. If the CONTRACTOR does not provide at least 90% of the Medicare units of service defined in Exhibit C of this Agreement, or if the CONTRACTOR provides more than 110% of the Medicare units of service defined in Exhibit C of this Agreement, the COUNTY may elect to amend this Agreement in order to increase or decrease the total contract amount based on the projected annual FFP. The COUNTY will furnish the CONTRACTOR quarterly reports detailing the estimated Medicare units of service.

Final determination of whether the CONTRACTOR meets or exceeds the above Medicare units of service standard will be made once all eligible units of service have been billed and adjudicated by the State. This will occur approximately 12 months after the end of this Agreement. However, if quarterly reports indicate that actual Medicare units of service will either fail to meet the 90% standard, or exceed the 110% standard, the **COUNTY** reserves the right to amend this Agreement in order to increase or decrease the total contract amount based upon anticipated annual FFP before final adjudication of all units has occurred. This will not preclude subsequent amendments to this Agreement which reflect FFP and total contract amounts based upon final Medicare units of **service** delivered.

- f. Provide Quality Improvement staff support to review and send materials to Aetna for help letters and appeals. Where appropriate, legal support for Aetna appeals shall also be provided by the County.

COUNTY OF SANTA CRUZ**Exhibit E**

The provisions set forth below shall supersede and take place of the paragraph it replaces. 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
--	---------------------------------------------------

√	Paragraph " 10" of Exhibit "A" is hereby revised to read as follows:
---	----------------------------------------------------------------------

10. BUDGET CONTROL:

CONTRACTOR may transfer up to 2 ½% of total contract budget covered by this Agreement between budget categories or types of service. Transfers of greater amounts shall only be made with the advanced written permission of COUNTY'S Administrator.

√	The following addition to said contract shall be Exhibit "A", Paragraph 16:
---	-----------------------------------------------------------------------------

16. INDEMNIFICATION REGARDING 72-HOUR HOLD INITIATION

The CONTRACTOR employs or contracts with certain professionals whom the COUNTY specifically designates as having authority to initiate **72-hour** involuntary holds pursuant to Section 5 150 of the California Welfare and Institutions Code. The CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (including its officers, agents employees and volunteers) from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind **or** nature that COUNTY may sustain or incur or which may be imposed upon it for any injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the use of authority granted under Welfare and Institutions Code Section 5 150, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or Property(ies) of CONTRACTOR and third persons.

✓	Paragraph "A2b" of Exhibit "D" is hereby revised to read as follows:
---	----------------------------------------------------------------------

0351

To reimburse the COUNTY 50% of FFP paid for services in excess of costs upon submission of the cost report. This will be returned to the federal government by the COUNTY. This is based on total reimbursement for all Medi-Cal services paid in aggregate as calculated within the Short-Doyle/Medi-Cal cost report.

✓	Paragraph "A3i" of Exhibit "D" is hereby revised to read as follows:
---	----------------------------------------------------------------------

If the CONTRACTOR does not provide Medi-Cal units of service defined in Exhibit C of this Agreement sufficient to earn the SDMC FFP BASE revenue, plus or minus the SDMC FFP ALLOWABLE VARIANCE defined in Exhibit C of this Agreement, the COUNTY and CONTRACTOR may elect to amend this Agreement in order to increase or decrease the total contract amount based on the projected annual FFP. The COUNTY will furnish the CONTRACTOR quarterly reports detailing the estimated Medi-Cal units of service.

Final determination of whether the CONTRACTOR meets or exceeds the above Medi-Cal units of service standard will be made once all eligible units of service have been billed and adjudicated by the State. This will occur approximately 12 months after the end of this Agreement. However, if quarterly reports indicate that actual Medi-Cal revenue will fail to meet the SDMC FFP BASE revenue, plus or minus the SDMC FFP ALLOWABLE VARIANCE, the COUNTY and CONTRACTOR reserves the right to amend this Agreement in order to increase or decrease the total contract amount based upon anticipated annual FFP before final adjudication of all units has occurred. This will not preclude subsequent amendments to this Agreement which reflect FFP and total contract amounts based upon final Medi-Cal units of service delivered.

COUNTY OF SANTA CRUZ

EXHIBIT E₂ - Use of County Facility

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

Part I

1. **UTILIZATION OF PROPERTY.** CONTRACTOR shall be allowed to use the property described herein for providing services as described in Exhibit C, Part C.
2. **DESCRIPTION OF PREMISES.** CONTRACTOR shall have use and possession of the premises located at 94 1 El Dorado Avenue for use by the El Dorado Residential (EDRES) program and 947 El Dorado Avenue for use by the El Dorado Outpatient (EDCOP) program in the unincorporated Live Oak district of Santa Cruz County, hereinafter collectively the "premises": The total site area of the property is 43,740 square feet (1.004 acres); the building housing the 24 hour treatment program is approximately 3600 square feet.
3. **USE FEE.** It is agreed and understood that no fee is being charged CONTRACTOR by COUNTY. COUNTY is allowing use of these premises in return for **CONTRACTOR** providing residential treatment and mental health outpatient services.
4. **TERM.** The term of use shall coincide with the term of CONTRACTORS agreement with COUNTY to provide residential treatment and mental health outpatient services. Either party may terminate without cause upon thirty (30) days prior written notice.

Both parties agree that this Use Agreement shall terminate immediately, without notice to either party, upon the termination of the Agreement to provide services between the CONTRACTOR and COUNTY to which this Use Agreement is an exhibit.
5. **WASTE.** CONTRACTOR agrees not to commit, suffer, or permit any waste on said property. CONTRACTOR further agrees to comply with all state laws, local ordinance or other government regulations pertaining to the use of the property which may be required by the proper authorities.
6. **UTILITIES.** CONTRACTOR shall make arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, telephone service, and trash collection, and for all connection charges.
7. **MAINTENANCE.** Except for major maintenance requirements, which shall be at sole cost and expense of COUNTY, and except as otherwise provided in this Agreement, CONTRACTOR at its sole cost and expense and without cost to COUNTY, shall maintain and preserve the premises in good repair and working order and shall perform the functions of routine maintenance, repair and preservation of the premises.

Major maintenance requirements shall be limited to the following: roof repairs or replacement, HVAC system replacement, exterior building painting, repairs and resurfacing of parking areas, repairs to unexposed plumbing and electrical, structural repairs involving foundation, exterior walls and bearing walls.

Routine maintenance, repair and preservation of the premises shall include, but not be limited to, the following; custodial services, grounds maintenance, cleaning and replacement of interior furnishings, interior painting, repair of electrical and plumbing fixtures, repair of appliances, repair of windows, shades or awnings, and repair of all miscellaneous hardware such as doors, locks and built-in cabinets.

If problems develop in HVAC equipment, plumbing, electrical or drainage system which can be adjusted or repaired by an outside service call, CONTRACTOR shall arrange for necessary service work to be performed and billed to COUNTY per established COUNTY Purchasing arrangements.

There will be no substantial alteration in the improvements on this property without the written consent of COUNTY and such consent shall not be unreasonably withheld. Title to all personal property and fixed assets placed in the facility by CONTRACTOR and charged in any way against the Agreement with the COUNTY shall remain with COUNTY. All such fixed assets shall become the property of the COUNTY. Title to all personal property and fixtures placed in the facility by the COUNTY shall remain in the COUNTY.

8. **AMENDMENTS.** Notwithstanding anything contained herein to the contrary, the provisions of this Agreement may only be altered, changed, or amended in writing by mutual consent of the parties hereto.
9. **DEFAULT.** The violation by CONTRACTOR of any of the terms or conditions set forth herein shall constitute a default and cause for cancellation of this Agreement. COUNTY shall notify CONTRACTOR in writing of any alleged defaults and CONTRACTOR will be given thirty (30) days in which to cure the default.
10. **RESERVATION OF RIGHT TO CONSTRUCT AND MAINTAIN UTILITY FACILITIES.** COUNTY reserves the right to construct and maintain utility facilities, including water mains, sewers, electric and telephone lines and storm drainage across the property being used herein. COUNTY will provide reasonable notice to CONTRACTOR in the event construction or maintenance of utility facilities is required. Such maintenance or construction shall not interfere with CONTRACTORS peaceful operation of its program.
11. **CONSTRUCTION AND OPERATION OF COUNTY FACILITIES.** CONTRACTOR agrees to conduct its operations on the premises in such a manner as to in no way interfere with either the construction or operation of COUNTY facilities on the COUNTY property adjoining the premises, or with any other COUNTY use of said property.
12. **RIGHT OF INSPECTION.** The COUNTY, its agents, the California Health Facilities Financing Authority, and various banking institutions shall have the right, at all reasonable times during business hours, to enter into and upon the premises for the purpose of inspecting the premises. COUNTY shall notify contractor twenty-four (24) hours in advance of such visits and inspections.
13. **WAIVER OF RELOCATION BENEFITS.** CONTRACTOR understands that the property used herein was acquired pursuant to a financing and lease arrangements with the California Health Facilities Financing Authority and that CONTRACTORS occupancy under this Agreement is contingent upon the lease agreement between the COUNTY and California Health Facilities Financing Authority.

14. **TAXES AND ASSESSMENTS.** CONTRACTOR agrees to pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the State, County, or any tax or assessment levying body on any possessor-y right which CONTRACTOR may have in or to the premises or to the improvements thereon by reason of its ownership, use, or occupancy thereof or otherwise as well as all taxes, assessments, fees and charges on commodities, goods, merchandise, fixtures, appliance, equipment and property owned by it in, on, or about the premises.

15. **ASSIGNMENT PROHIBITED.** CONTRACTOR shall not, without the prior written consent of COUNTY, either voluntarily or involuntarily assign or encumber its interest in this Agreement or in the premises, or sublet all or any part of the premises, or allow any other person or entity, (except CONTRACTORS authorized representatives) to occupy or use all or any part of the premises (except as required to perform its normal business), and any such assignment, subletting or encumbering shall be a breach of this Agreement and void.

16. **DAMAGE OR DESTRUCTION OF PREMISES.**

a. In the event of a partial destruction of the premises, during the said term, from any cause, COUNTY shall forthwith repair the same provided COUNTY determines that such repairs can be made within one hundred and twenty (120) days under the laws and regulations of State, Federal, COUNTY or Municipal authorities. If COUNTY determines that such repairs cannot be made within one hundred and twenty (120) days, COUNTY may, at its option, make such repairs within a reasonable time. COUNTY shall make good faith effort to make repairs in a timely manner and shall be responsible for payment of any fines imposed by State Community Care Licensing for failure to make timely repairs for which it is responsible.

b. If at any time during the term of this Agreement there is damage to the premises to the extent that the cost of repair is 50% or more of the replacement cost of the premises or to the extent forthwith at CONTRACTOR is prevented from performing its contractual obligations for the COUNTY, CONTRACTOR may terminate the Agreement.

17. **EMINENT DOMAIN.** If the whole of the premises shall be taken under the power of the eminent domain, the term of this Agreement shall cease as of the day possession shall be so taken. If less than the whole of the premises shall be taken temporarily, under the power of eminent domain, this Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary; provided, however, that if such temporary taking interferes with CONTRACTORS normal and usual use of the premises, CONTRACTOR may terminate this Agreement.

18. **INDEMNIFICATION.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purposes of this paragraph shall include, without limitation, its officers, agents, employees and volunteers) from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CONTRACTOR'S occupancy or use of the premises, excepting any liability arising out of the sole negligence of COUNTY.

EXHIBIT E₂ - Use of County Facility**SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.****Part II**

1. **UTILIZATION OF PROPERTY.** CONTRACTOR shall be allowed to use the property described herein for providing services as described in Exhibit C, Part E.
2. **DESCRIPTION OF PREMISES.** CONTRACTOR shall have use and possession of the premises located at 32 1 East Beach Street for use by the Paloma House residential treatment program in the city of Watsonville, hereinafter collectively the "premises". The total site area of the property is 19,800 square feet; one building is approximately 2,000 square feet, a second is approximately 725 square feet.
3. **USE FEE.** It is agreed and understood that no fee is being charged CONTRACTOR by COUNTY. COUNTY is allowing use of these premises in return for CONTRACTOR providing dual diagnosis residential treatment.
4. **TERM.** The term of use shall coincide with the term of CONTRACTOR'S agreement with COUNTY to provide dual diagnosis residential treatment. Either party may terminate without cause upon thirty (30) days prior written notice.

Both parties agree that this Use Agreement shall terminate immediately, without notice to either party, upon the termination of the Agreement to provide services between the CONTRACTOR and COUNTY to which this Use Agreement is an exhibit.

5. **WASTE. CONTRACTOR** agrees not to commit, suffer, or permit any waste on said property. CONTRACTOR further agrees to comply with all state laws, local ordinance or other government regulations pertaining to the use of the property which may be required by the proper authorities.
6. **UTILITIES.** CONTRACTOR shall make arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, telephone service, and trash collection, and for all connection charges.
7. **MAINTENANCE.** Except for major maintenance requirements, which shall be at sole cost and expense of COUNTY, and except as otherwise provided in this Agreement, CONTRACTOR at its sole cost and expense and without cost to COUNTY, shall maintain and preserve the premises in good repair and working order and shall perform the functions of routine maintenance, repair and preservation of the premises.

Major maintenance requirements shall be limited to the following: roof repairs or replacement, HVAC system replacement, exterior building painting, repairs and resurfacing of parking areas, repairs to unexposed plumbing and electrical, structural repairs involving foundation, exterior walls and bearing walls.

Routine maintenance, repair and preservation of the premises shall include, but not be limited to, the following; custodial services, grounds maintenance, cleaning and replacement of interior furnishings, interior painting, repair of electrical and plumbing fixtures, repair of appliances, repair of windows, shades or awnings, and repair of all miscellaneous hardware such as doors, locks and built-in cabinets.

If problems develop in HVAC equipment, plumbing, electrical or drainage system which can be adjusted or repaired by an outside service call, CONTRACTOR shall arrange for necessary service work to be performed and billed to COUNTY per established COUNTY Purchasing arrangements.

There will be no substantial alteration in the improvements on this property without the written consent of COUNTY and such consent shall not be unreasonably withheld. Title to all personal property and fixed assets placed in the facility by CONTRACTOR and charged in any way against the Agreement with the COUNTY shall remain with COUNTY. All such fixed assets shall become the property of the COUNTY. Title to all personal property and fixtures placed in the facility by the COUNTY shall remain in the COUNTY.

8. **AMENDMENTS.** Notwithstanding anything contained herein to the contrary, the provisions of this Agreement may only be altered, changed, or amended in writing by mutual consent of the parties hereto.
9. **DEFAULT.** The violation by CONTRACTOR of any of the terms or conditions set forth herein shall constitute a default and cause for cancellation of this Agreement. COUNTY shall notify CONTRACTOR in writing of any alleged defaults and CONTRACTOR will be given thirty (30) days in which to cure the default.
10. **RESERVATION OF RIGHT TO CONSTRUCT AND MAINTAIN UTILITY FACILITIES.** COUNTY reserves the right to construct and maintain utility facilities, including water mains, sewers, electric and telephone lines and storm drainage across the property being used herein. COUNTY will provide reasonable notice to CONTRACTOR in the event construction or maintenance of utility facilities is required. Such maintenance or construction shall not interfere with CONTRACTOR'S peaceful operation of its program.
11. **CONSTRUCTION AND OPERATION OF COUNTY FACILITIES.** CONTRACTOR agrees to conduct its operations on the premises in such a manner as to in no way interfere with either the construction or operation of COUNTY facilities on the COUNTY property adjoining the premises, or with any other COUNTY use of said property.
12. **RIGHT OF INSPECTION.** The COUNTY, its agents, the California Health Facilities Financing Authority, and various banking institutions shall have the right, at all reasonable times during business hours, to enter into and upon the premises for the purpose of inspecting the premises. COUNTY shall notify contractor twenty-four (24) hours in advance of such visits and inspections.
13. **WAIVER OF RELOCATION BENEFITS.** CONTRACTOR understands that the property used herein was acquired pursuant to a financing and lease arrangements with the California Health Facilities Financing Authority and that CONTRACTORS occupancy under this Agreement is contingent upon the lease agreement between the COUNTY and California Health Facilities Financing Authority.

14. TAXES AND ASSESSMENTS. CONTRACTOR agrees to pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the State, County, or any tax or assessment levying body on any possessory right which CONTRACTOR may have in or to the premises or to the improvements thereon by reason of its ownership, use, or occupancy thereof or otherwise as well as all taxes, assessments, fees and charges on commodities, goods, merchandise, fixtures, appliance, equipment and property owned by it in, on, or about the premises.
15. ASSIGNMENT PROHIBITED. CONTRACTOR shall not, without the prior written consent of COUNTY, either voluntarily or involuntarily assign or encumber its interest in this Agreement or in the premises, or sublet all or any part of the premises, or allow any other person or entity, (except CONTRACTORS authorized representatives) to occupy or use all or any part of the premises (except as required to perform its normal business), and any such assignment, subletting or encumbering shall be a breach of this Agreement and void.
16. DAMAGE OR DESTRUCTION OF PREMISES.
- a. In the event of a partial destruction of the premises, during the said term, from any cause, COUNTY shall forthwith repair the same provided COUNTY determines that such repairs can be made within one hundred and twenty (120) days under the laws and regulations of State, Federal, COUNTY or Municipal authorities. If COUNTY determines that such repairs cannot be made within one hundred and twenty (120) days, COUNTY may, at its option, make such repairs within a reasonable time. COUNTY shall make good faith effort to make repairs in a timely manner and shall be responsible for payment of any fines imposed by State Community Care Licensing for failure to make timely repairs for which it is responsible.
- b. If at any time during the term of this Agreement there is damage to the premises to the extent that the cost of repair is 50% or more of the replacement cost of the premises or to the extent forthwith at CONTRACTOR is prevented from performing its contractual obligations for the COUNTY, CONTRACTOR may terminate the Agreement.
17. EMINENT DOMAIN. If the whole of the premises shall be taken under the power of the eminent domain, the term of this Agreement shall cease as of the day possession shall be so taken. If less than the whole of the premises shall be taken temporarily, under the power of eminent domain, this Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary; provided, however, that if such temporary taking interferes with CONTRACTOR'S normal and usual use of the premises, CONTRACTOR may terminate this Agreement.
18. INDEMNIFICATION. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purposes of this paragraph shall include, without limitation, its officers, agents, employees and volunteers) from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CONTRACTOR'S occupancy or use of the premises, excepting any liability arising out of the sole negligence of COUNTY.