



County of Santa Cruz

HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE SANTA CRUZ, CA 95061-0962

(831) 454-4066 FAX: (831) 454-4770 TDD: (831) 454-4123

AGENCY ADMINISTRATIVE DIVISION

AGENDA: August 15, 2000

August 1, 2000

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

SUBJECT: Approval of Alcohol and Drug Services Agreements

Dear Board Members:

This letter is to request your Board's approval of and authorization for the Health Services Agency Administrator to sign agreements (on file with the Clerk of the Board) with two alcohol and drug services providers. These agreements will renew 199400 service agreements and augment services as provided for in the adopted 2000-01 County budget.

The agreements are with the following agencies for the indicated services and amounts:

Santa Cruz Community Counseling Center	Residential, outpatient, prevention	\$1,673,047
Fenix Services	Residential, outpatient, prevention	\$ 521,190

Consistent with existing County policy, these agreements require your Board's separate approval because the proposed contract amount is more than 10% greater than the prior year amount. The agreements were inadvertently included in Section II of the Continuing Agreements List.

The contract augmentations are primarily the result of the approved 4 % cost- of- living adjustment, expansion of CalWORKs- funded treatment services, and additional outpatient adolescent treatment services at Youth Services funded through Drug Medical. Each of the renewals and augmentations are included in the adopted 2000-01 County budget and will not result in any increase in net County cost.

It is therefore RECOMMENDED that your Board:

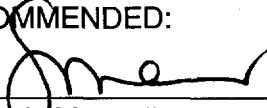
1. Approve and authorize the Health Services Agency Administrator to sign agreements (on file with the Clerk of the Board) for alcohol and drug services for \$1,673,047 with Santa Cruz Community Counseling Center; and \$521,190 with Fenix Services.

Sincerely,



Rama Khalsa, Ph.D., Administrator
Health Services Agency

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

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

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0121

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

FROM: HEALTH SERVICES AGENCY (Dept.)
[Signature] (Signature) 8-1-00 (Date)

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

- 1. Said agreement is between the County of Santa Cruz Health Services Agency (Agency) and Santa Cruz Community Counseling Center, 195-A Harvey West Blvd., Santa Cruz CA 95060 (Name & Address)
2. The agreement will provide services for continuation of Alcohol and Drug Abuse Prevention, outpatient counseling, and residential services.
3. The agreement is needed, to provide the above services.
4. Period of the agreement is from July 1, 2000 to June 30, 2001
5. Anticipated cost is \$1,673,047 through June 30, 2001 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks:
7. Appropriations are budgeted in 364042 (Index#) 3975 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 0010-01-- Date 8/2/00
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

Proposed 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: BY [Signature] County Administrative Officer Date 8/3/00 (Analyst)

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

State of California)
County of Santa Cruz) ss
I ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on 19 By Deputy Clerk

AGREEMENT between the COUNTY OF SANTA CRUZ

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

Contract # C000100-01

Hereinafter called COUNTY and:

SANTA CRUZ COMMUNITY COUNSELING CENTER
195-A Harvey West Blvd.
Santa Cruz, CA 95060

Telephone: (831) 469-1700

Hereinafter called CONTRACTOR for: Community based Alcohol and Drug Treatment Services

WHEREAS COUNTY has need of comprehensive community based prevention, residential, and outpatient alcohol and drug abuse treatment programs for N 2000/01; and,

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

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

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

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

IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective: July 1, 2000 through June 30, 2001.

CONTRACTOR:

Terry Monarty by PAB

(Signature)
Executive Director

(Title)

COUNTY:

[Signature]

(Signature)
HSA Administrator

(Title)

[Signature]

Approved as to form:
County Counsel

Approved as to Insurances:
[Signature] 7-28-2000

Risk Management Division Chief

Index # 364042
Subobject # 3975
Contract # C000100-01
Amount \$1,673,047

(Reserved for Clerk of Board)

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

EXHIBIT A
INDIVIDUAL CONTRACTOR INFORMATION

- A.1. ADMINISTRATION: County's Alcohol and Drug Program Administrator, hereinafter called County's Administrator, under the direction of the Health Services Agency Administrator shall represent County in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of County. Contractor's Executive Director shall administer this Agreement on behalf of Contractor.
- A.2. TERM: The term of this Agreement shall commence on July 1, 2000 and continue through and including June 30, 2001 during which time Contractor shall perform the services provided herein.
- A.3. COMPENSATION: Total contract amount shall not exceed One Million, Six Hundred Seventy-three Thousand, Forty-seven and No/100 (\$1,673,047) for services performed during the term of this Agreement. In no event shall County obligation of State Drug and Alcohol Allocation base and required County funds exceed this amount.

FOR FEE-FOR-SERVICE CONTRACTS: County agrees to pay Contractor a total sum not to exceed One Million, One Hundred Thirty-six Thousand, Nine Hundred Forty-seven and No/100 Dollars (\$1,136,947.00) for services performed during the term of this Agreement in accord with the negotiated rates set forth in Exhibit D. CalWORKs funds may only be used for activities related to CalWORKs clients.

FOR COST REIMBURSEMENT CONTRACTS (DRUG COURT): County agrees to pay Contractor a total sum not to exceed Three Hundred Five Thousand, Twenty-five and No/100 Dollars (\$305,025.00) for services performed during the term of this Agreement, based on reimbursement of allowable costs.

FOR DRUG MEDI-CAL CONTRACTS: County agrees to pay Contractor a total sum not to exceed Two Hundred Thirty-one Thousand, Seventy-five and No/100 Dollars (\$231,075) for Drug Medical services, as follows:

- a. \$231,075 Minor consent State Drug Medi-Cal Funds for services performed during the term of this Agreement, based on reimbursement of allowable costs.

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

Contractor shall be paid only for Drug Medi-Cal units of service approved by the State. County shall not be required to pay Contractor for any Drug Medi-Cal units of service denied or disallowed by the State.

- A.4. NOTICE: Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by mail to the County's Administrator at: County of Santa Cruz, HEALTH SERVICES AGENCY, Alcohol and Drug Programs, 1400 Emeline Avenue, Santa Cruz CA 95060, or to Contractor at: Santa Cruz Community Counseling Center, 195-A Harvey West Blvd., Santa Cruz, CA 95060.

EXHIBIT B
STANDARD COUNTY/AGENCY PROVISIONS

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

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

B.2. CONTRACTORS EMPLOYEES AND EQUIPMENT. CONTRACTOR agrees that it has secured or will secure at its own expense all persons, employees and equipment unless otherwise specified, that are required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under 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.

B.3. RESPONSIBILITY FOR INVENTORY ITEMS.

- a. Any equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of One Thousand Five Hundred and No/100 Dollars (\$1,500) is defined as an inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.
- b. Inventory items in CONTRACTORS possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

B.4. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of

sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or **property(ies)** of CONTRACTOR and third persons.

- b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- B.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 notation), 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.
 - B.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 CONTRACTOR under this Agreement.
 - B.7. **SUBCONTRACTS.** All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTORS 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.
 - B.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.
 - B.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).
 - B. 10. **CONFORMANCE TO REGULATIONS.** CONTRACTOR shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or **certification** laws.
 - B.11. **CONFORMANCE TO LAW.** This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.
 - B. 12. **ADMISSION POLICIES.** Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age (over 18), physical or mental disability, medical condition (cancer related), pregnancy, marital status, national origin, ancestry, gender, sex, or sexual orientation and that no one will be refused services because of inability to pay for services.
 - a. **Nondiscrimination in Services, Benefits and Facilities.** There shall be no discrimination in the provision of services because of race, color, religion, age (over 18), physical or mental disability, medical condition (cancer related), pregnancy, marital status, national origin, ancestry, gender, sex, or sexual orientation, in accordance with Title VI of the Civil Rights

Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this contract; subjecting a person to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age (over 18), ancestry, physical or mental disability, national origin, gender, or sex, sexual orientation, medical condition (cancer related), pregnancy, marital status, veteran status, or any other non-merit factor unrelated to job duties.

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

- a. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
 - (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.
 - (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the gender, race, disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
 - (3) In the event of the CONTRACTORS non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders this CONTRACTOR may be declared ineligible for further contracts with the COUNTY.
 - (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 13b to be inserted in all subcontracts for any work covered under this Agreement by a

subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- B. 14. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTORS duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
- B.15. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
- B.16. REPORTS. CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
- B. 17. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- B. 18. EVALUATION/RESEARCH. Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
- B.19. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows: "This program is funded under a contract with the County of Santa Cruz."
- B.20. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.
- B.2 1. 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 CONTRACTOR'S employees when incurred in performance of duties under this Agreement shall be payable at a rate not to exceed COUNTY rates payable to COUNTY employees.
- B.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 CONTRACTORS employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.
- B.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.
- B.24. CHANGES.
- a. COUNTY may from time to time request changes in the scope of the services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTORS 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.
- B.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) calendar days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.
 - b. In the event of a termination pursuant to this paragraph, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under this paragraph reduced by the amount of damages sustained by COUNTY by reason of such breach.
- B.26. TERMINATION OF AGREEMENT WITHOUT CAUSE. This Agreement may be terminated without cause by COUNTY or the CONTRACTOR with thirty (30) days written notice.
- B.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.
- B.28. EXTENSION OF TIME. COUNTY'S Administrator, may extend the time for completion of CONTRACTORS performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.

- B.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.
- B.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.
- B.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.
- B.32. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Overpayments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.
- B.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) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.
 - (b) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
 - (c) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1 ,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
 - (d) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.

- (e) Contractor agrees to carry and maintain during the entire term of this Agreement fire and extended coverage including theft insurance to adequately cover value of County's inventoriable items in the possession of Contractor. Insurance policy must name County as the loss payee.

(2) Other Insurance Provisions:

- (a) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
- (b) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz".
- (c) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061."
- (d) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to: Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061.

B.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 CONTRACTOR'S Safety and Infection Control Policy.

B .35. CULTURAL COMPETENCY.

In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors,

attitudes and policies that enable staff to work effectively in cross-cultural situations.
CONTRACTOR shall provide or make available to staff cultural competency training.
CONTRACTORS clients whose sole language is the COUNTY'S threshold language (i.e., Spanish) shall be provided information, access and direct services in that language.

EXHIBIT C
SPECIFIC ALCOHOL & DRUG PROGRAM PROVISIONS

FISCAL PROVISIONS

- c.1. **FULL COMPENSATION:** It is expressly understood and agreed that this Agreement constitutes the entire agreement of Contractor and County and in no event shall Contractor be entitled to any compensation, benefits, reimbursements, or ancillary services other than as herein expressly provided.
- c.2. **PARTIAL PERFORMANCE:** In the event that less than all services are performed in a proper and timely manner, Contractor shall be paid only the reasonable cost for the services performed for the payment period as determined by County's Administrator.
- c.3. **FINAL BUDGET/CONTRACT REVISION:** Contractor has the option to revise contract and/or contract budget with approval of County Administrator. Final revisions shall be submitted to County's Administrator no later than sixty (60) days prior to the last day of this Agreement.
- c.4. **BUDGET:** Contractor agrees to provide County with a budget for services to be performed under this agreement as a basis for establishing the unit of service rate or cost reimbursement amount in Exhibit D, which shall be incorporated by reference in this agreement.
- c.5. **COST ALLOCATION:** Contractor agrees to allocate administrative, personnel, facility, and other operating costs under this Agreement according to a cost allocation system which has been approved by County's Administrator. Contractor agrees to apply approved cost allocation system to all program components and to permit County to examine all books and accounting records, including, invoices, materials, payroll, or other data for the purpose of monitoring the cost allocation system.
- c.6. **REOPENING OF AGREEMENT:** Contractor may submit a written request to County's Administrator to obtain approval of County to reopen Agreement. If County agrees to reopen Agreement, Contractor may be reimbursed for services provided after the date of County approval to amend the agreement. In no event shall Contractor be reimbursed for services not covered under this Agreement until a written amendment to this Agreement is approved by County. If Contractor provides services not covered by this Agreement after County has agreed to reopen, it does so at its own risk and will not be compensated for costs related to those services in the event that a final written amendment to this Agreement is not approved by the Board of Supervisors.
- c.7. **PAYMENT BY CLAIM:** County agrees to pay Contractor on receipt of a properly submitted claim on forms provided by County. Each claim shall be approved by County prior to payment. County may withhold payment of any claim until contract reports are received and approved by County.
- c.8. **METHOD OF PAYMENT**

FEE FOR SERVICE CONTRACTS: County shall compensate Contractor on a fee-for-service basis for performing the services listed in Exhibit E. Contractor shall report to County in arrears all costs and units of service provided. All reports shall clearly reflect all required information regarding the services for which claim is made. Each report shall reflect any, and all, payments made to Contractor by, or on behalf of, clients. County shall make payment to Contractor in accordance with the unit of service rates set forth in Exhibit D.

COST REIMBURSEMENT CONTRACT (Drug Court) and Drug Medi-Cal: County shall compensate Contractor on a cost reimbursement basis for actual net costs incurred for drug court services as described in Exhibit E-8 in accordance with the attached budget. For Drug Medical Contractors paid from County on a cost reimbursement basis, the County shall compensate Contractor for lessor of actual net costs or rate cap minus County administrative costs incurred for Drug Medical services as described in Exhibit E- 10. Any costs in excess of the approved budget must be approved by the County Alcohol and Drug Program Administrator. Contractor shall

Program Administrator. Contractor shall report to County all costs for providing services. All reports shall clearly reflect all required information regarding the costs for which claim is made. Each report shall reflect any, and all payments made to Contractor by, or on behalf of, clients.

ADVANCE: Contractor shall be provided the option of electing to receive from County an advance payment. Contractor assures that a cash advance is needed each month in order to provide the contracted services. The amount of the advance payment shall be equal to 1/12th of the County's maximum compensation, as shown in Exhibit D of this agreement, except for contractors with Drinking Driver Assessment and Drug Court funds, and contractors receiving Drug Medical income, who may receive 1/12th of 85% of the Federal Drug Medi-Cal portion of the contract as shown in Exhibit D of this Agreement. Payment may be less than the above 1/12th amounts if there is a cash carry-over from the prior month which indicates that the contractor does not need the full advance amount to support the program's cash flow during the month. Contractor may be allowed a carry-over amount from month to month, not to exceed the 1/12th monthly allocation, upon County Administrator's approval. Any unused funds exceeding the carry-over base shall be offset against the next month's advance. No single monthly payment shall exceed 1/12th of the Maximum Allocation unless there have been payments of less than 1/12th of such amount for any prior month of the agreement term. To the extent that there have been such lesser payments, the resultant savings may be used to pay monthly billings which exceed 1/12th of the Maximum Allocation. Justification to County's Administrator shall be required for advance in excess of these amounts prior to approval of claim for such excess. The cash advance will not be used to provide working capital for non-County programs, and when possible the advance will be deposited in an interest bearing account, and the interest used to reduce program costs. Advance claims will include contract performance data as prescribed by the County. Contractors with Drug Medical funding or cost reimbursement contracts shall file monthly expenditure reports with each advance request. The expenditure reports must be identical in format as the contract budget or in a format approved by the County's Administrator.

- C.9. ACCOUNTS RECEIVABLE: In the event that Contractor or County terminates this Agreement, County shall retain its interest in the accounts receivable which were a result of Contractor conducting business under this Agreement for County. The accounts receivable either shall be assigned to County or shall be used to offset any amounts that may be due to Contractor resulting from such termination.
- C.10. ANNUAL COST REPORT: For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide County an annual cost report within sixty (60) days following the close of such fiscal year. Such cost report shall be prepared in accordance with the cost reporting requirements of the State Department of Alcohol and Drug Programs and in accordance with any other written guidelines which may be provided by County. If this Agreement is terminated or canceled prior to the close of the fiscal year, the annual cost report shall be for that Agreement period which ends on the termination or cancellation date and copies of such report shall be submitted within sixty (60) days after such termination or cancellation.
- C. 11. ANNUAL AUDIT: Contractors expending \$300,000 or more of Federal funds (excluding Drug Medical) in a single year must comply with Office of Management and Budget (OMB) Circular A-1 33, Audits of Institutions of Higher Education and other Non-Profit Institutions, which requires a single or program-specific audit be conducted annually. A copy of the A-133 audit shall be submitted to the County no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in Federal funds are exempt from A- 133 audit requirements. Only costs of audits performed under Circular A-133 can be charged to the Federal award.

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

and Drug Program Administrator within 15 days of receipt of the audit report. County may withhold payment of claims until such reports are received.

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

- c.12. RECORDS, AUDIT, AND INSPECTION THEREOF: Contractor agrees to maintain accurate books and accounting records kept in accordance with generally accepted accounting principles and use acceptable fund accounting methods relative to all its activities under this Agreement. Contractor will permit County to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls or personnel and other data relating to all matters covered by this Agreement. County shall normally provide ten (10) days notice to Contractor prior to examination of Contractor's records but reserves the right to inspect records upon demand. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this paragraph.

MISCELLANEOUS PROVISIONS:

- C.13. INCIDENT REPORTING: Contractor will report all incidents affecting the immediate health, safety and well-being of clients to the County Alcohol and Drug Program Administrator or his/her designee within 24 hours of knowledge of the condition or incident. Reportable incidents include, but are not limited to, deaths; episodes of acute life-threatening illness; serious physical or psychological injuries or risk thereof; and allegations of abuse and/or neglect.
- a. Contractor shall establish policies and procedures for investigation of such incidents and cooperate fully with County Alcohol and Drug Program Administration in any additional investigation it may wish to conduct.
- C. 14. ATTENDANCE AND REPORTS AT ALCOHOL AND DRUG ABUSE COMMISSION MEETINGS: Contractor's Executive Director/ Superintendent, or his/her designee, shall attend all duly called meetings of the Santa Cruz County Alcohol and Drug Abuse Commission (ADAC) as requested by County's Administrator. Reports to ADAC shall be given as scheduled or a portion of any claim may be withheld.
- C.15. CONFORMANCE TO REGULATIONS: Contractor shall perform this Agreement in conformance with all applicable Federal, State, and local rules and regulations including, but not limited to; California Government Code of Regulations - Title IX, California Health and Safety Code - Division 10.5, Drug Program policies as identified in the Drug Program Fiscal Systems Manual (March 1985), ADP's "County Monitoring Manual for Treatment Providers (July 1982) and applicable facility and professional licensure and/or certification laws. Failure to operate in conformance with licensing/certification requirements may result in termination of Agreement.
- C. 16. INSURANCE: In addition to insurance provisions in Exhibit B, Contractor (excluding self-insured programs) shall also forward proof of coverage of all policies on ACORD form #25 before their expiration date to County Administrator (Alcohol and Drug Program Administrator, P.O. Box 962, Santa Cruz, Ca. 95061).
- C.17. PERSONNEL POLICIES: In addition to personnel standards in Exhibit B, Contractor shall have written personnel policies and shall make its personnel policies accessible to employees and to County.
- C. 18. REAL PROPERTY DISCLOSURES: If Contractor is renting, leasing or subleasing any real property where persons are to receive services hereunder, Contractor shall prepare and submit to County's Administrator, upon request, an affidavit sworn to and executed by Contractor's duly constituted officers containing a detailed description of all existing and pending rental agreements, leases and subleases. The description shall include: the term (duration) of such rental agreement, the amount of monetary consideration to be paid to the lessor or sublessor over the term of the

rental agreement, and the full names and addresses of all parties who stand in position of lessor or sublessor. If the lessor or sublessor is a private corporation, affidavit shall disclose a listing of all general and limited partners thereof. True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be made available to County upon request.

THE FOLLOWING PROVISIONS FOR TREATMENT PROVIDERS ONLY

- C.19. AIDS PROTOCOL: Contractor shall develop a protocol on Acquired Immune Deficiency Syndrome (AIDS) as it relates to the treatment services provided by the agency. The protocol shall address staff training, client information, and treatment environment. The AIDS protocol shall be developed in consultation with the County's Administrator and shall be submitted to the County's Administrator for approval.
- C.20. HIV POSITIVE: Each service modality described in Exhibit E that provides treatment services for intravenous drug abusers shall admit on a priority basis individuals who test positive for HIV and so advise those individuals seeking treatment. HIV status shall be disclosed by individuals only on a voluntary basis.
- C.21. OUTREACH: Each treatment service modality described in Exhibit E shall perform outreach activities for the purpose of encouraging individuals in need of drug abuse treatment to obtain such treatment.
- C.22. CLIENT RECORDS: Contractor shall maintain individual client records for each client. Such records shall include identifying data, social and financial data and a record of service provided by various personnel in sufficient detail to make possible evaluation by County's Administrator, or his/her designee, of services rendered. County, at its option, may take custody of Contractor's client records upon termination of services by Contractor. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law.
- C.23. DEFINITION OF CLIENT: For the purposes of this Agreement, a client shall be defined as any individual to whom Contractor provides services for which compensation is sought, in whole or in part, from County.
- C.24. CLIENT FEES:
- FEE FOR SERVICE CONTRACT: If Contractor is reimbursed on a fee-for-service basis, then all clients, except those receiving treatment through Drug Medical funds, or CalWORKs Substance Abuse Treatment (SAT) funds, shall be charged a fee by Contractor for services provided hereunder. This fee shall be based upon the client's ability to pay for services, but shall not be in excess of Contractor's negotiated unit costs of providing said services. Contractor shall submit client fee schedule to County's Administrator for approval.
- COST REIMBURSEMENT CONTRACT (Drug Court): All clients will be charged a fee set and mandated by the court.
- C.25. CLIENT FEES AND OTHER REVENUE: All fees collected from, or on behalf of clients shall be used to reduce the amount payable by County under this Agreement. Revenue in the form of client fees and other revenue collected by Contractor as a result of providing services under this Agreement shall be used by Contractor to support the cost of the total gross program unless specified otherwise in this Agreement. All revenue collected by Contractor under this agreement shall be reported, on a cash basis, in Contractor's monthly claim to County, excluding revenue required through fund raising activities or charitable donation.
- C.26 FEES/PAYMENTS FOR SERVICES NOT COVERED BY THIS AGREEMENT: Fees or payments collected from, or on behalf of individuals not covered by this Agreement for services provided by Contractor which are the same or similar to services described in Exhibit E of this Agreement, may be used by Contractor to expand, or enhance Contractor's program. Fees and/or payments described above shall not reduce the amount of compensation claimed from County.

- C.27. DATA SYSTEMS: Contractor shall fully participate in the National Drug and Alcohol Treatment Unit Survey (NDATUS), the California Alcohol and Drug Data System (CADDs), the Drug and Alcohol Treatment Access Report (DATAR), and any other data collection systems required by the State Department of Alcohol and Drug Programs (ADP).
- C.28. LATINO ACCESSIBILITY POLICY: CONTRACTOR shall submit an updated assessment of their Latino Accessibility Policy and Action Plan and report during the first quarter. The report will also include a list of current staff members, their ethnicity and Spanish language fluency. During the fourth quarter, CONTRACTOR will report on all Action Plan steps including training, hiring and/or termination/resignation of staff or Board members scheduled to be completed by year end.
- C.29. DRUG MEDI-CAL COMPLIANCE: Contractors receiving Drug Medical funds agree to comply with all requirements for use of State Drug and Drug/MediCal funds applicable under this Agreement, and to prepare and submit all claims, costs reports and other reports as may be required by the State's Payment Cost Reporting System (PCRS).
- a. MAINTENANCE OF RECORDS: Drug Medi-Cal client files must be kept a minimum of seven (7) years from the date of last service and URC minutes/records for four (4) years.
 - b. CLIENT GRIEVANCE PROCEDURES: Client grievances regarding discrimination due to race, color, creed, national origin, sex, age or physical or mental disability must be submitted to the County's Administrator for investigation by the County within 5 working days of the complaint.
 - c. INCIDENT REPORTING: Incident report forms must be transmitted to the County's Administrator not later than 48 hours after the incident. Incidents to be reported include death, serious personal injury to staff or client, or substantial property damage.
 - d. APPEAL PROCESSES: This is to notify contractor that assistance may be sought from the State in the event of a dispute over the terms and conditions of the County/Subcontractor contract in accordance with the "Appeal Processes" which is incorporated into this agreement as Exhibit G. This includes appeals regarding financial audits, disallowance of specific Drug MediCal claims, certification decisions and an individual clients termination of Drug Medical benefits.

EXHIBIT D
FISCAL PROVISIONS

- D. 1. **MAXIMUM ALLOCATION:** Contractor agrees that County's Maximum Allocation under the terms of this Agreement for each mode of service are listed below. The County reserves the right to change the source of funds based on County and State requirements.

BY FUNDING SOURCE

TOTAL	Modality	Other	CalWORKs SAT	Federal Drug Court	State Drug Court	Minor Consent State Drug MediCal
\$ 15,976	Prevention	\$ 15,976				
\$ 144,641	Outpatient Counseling	\$ 144,641				
\$ 300,000	Outpatient Counseling – CalWORKs		\$ 30,000			
\$ 231,075	Outpatient Counseling – Minor Consent D/MC					\$231,075
\$ 462,637	Residential – Sun Flower House	\$ 462,637				
\$ 376,693	Residential – Se Si Puede	\$ 372,297			\$ 4,396	
\$ 100,000	Residential – CalWORKs		\$ 100,000			
\$ 305,025	Drug Court			\$140,749	\$164,276	
\$ 7,000	Drinking Driver Assessment	\$ 7,000				
\$1,673,047	Total	\$ 1,002,551	\$ 130,000	\$140,749	\$168,672	\$ 231,075

- D.2. **FEE FOR SERVICE CONTRACTS UNIT OF SERVICE RATES:** County agrees to compensate Contractor at the unit of service rates set forth below. Settlement will be done at the end of the contract with the Cost Report. Contractors may request a change in the below rates, by a written request to the County Administrator. County Administrator may approve rate changes of 10% or less. Rate changes above 10% will require a contract amendment.

UNIT	RATE	SERVICE
Staff Hour – d, e	\$ 52.04	Prevention
Staff Hour – a, b, c	\$ 45.70	Outpatient Services, CalWORKs Outpatient Services
D/MC Individual	\$ 63.90	Youth Services Minor Consent D/MC Outpatient (Lessor of Cost or Rate Cap)
D/MC Group	\$ 30.60	Youth Services Minor Consent D/MC Outpatient (Lessor of Cost or Rate Cap)
Bed Day	\$ 60.18	Residential – Sunflower House
Bed Day - a	\$102.56	CalWORKs Residential – Sunflower House
Bed Day	\$ 78.80	Residential – Se Si Puede
Assessment	\$100.00	Drinking Driver Assessment

- D.3. **DEFINITIONS:** Definition of above units of service shall be as follows:

STAFF HOUR: Those hours that a direct service staff person is on the job and available to provide services. A direct service staff person is defined as a staff person who spends time providing services directly to program clients. Administrative, clerical and other support services may not be billed as staff hours. Staff time used for vacations, holidays, sick leave and other leave may not be billed to County. Volunteer and unpaid intern time may not be billed to County. Time to be billed in 15-minute increments of direct staff time. Staff Hours are claimed for the following modes of service:

- a. **Outpatient Services:** Staff Hours may include individual counseling and group therapy of a minimum of 3 and not more than 15 unrelated individuals, intake, assessment, case management and aftercare.
- b. **CalWORKs:** Staff Hours may be claimed for assessment treatment, case management, referral and aftercare services that are authorized and approved by the Human Resources Agency (HRA) CalWORKs Employment and Training staff. A copy of the CADDs form for each new client enrolled during the report month will be submitted with each monthly claim. Alcohol or drug (AOD) services are to be employment focused, and in accordance with CalWORKs Welfare-to-Work plans and/or participation agreements. As authorized and

approved by HRA, CalWORKs funds may also be claimed for participation in CalWORKs multi-disciplinary team meetings; for outreach and education activities related to informing and encouraging CalWORKs recipients to enter into alcohol and drug treatment services; for start-up activities approved by the County Alcohol and Drug Program Administrator; and for participation as requested in multi-disciplinary team meetings. Contractor shall establish procedures for screening all clients at intake regarding their status as a CalWORKs recipient and refer CalWORKs recipients who were not initially referred by the HRA back to HRA for inclusion of alcohol and drug treatment into their CalWORKs activity agreement and/or CalWORKs Welfare-to-Work plan. If access to service for clients referred under CalWORKs cannot be provided within seven days of the receipt of the HRA referral, Contractor shall inform HRA and the Health Services Agency (HSA) Alcohol and Drug Program, and work in cooperation with HRA and HSA to address access issues. Contractor will coordinate with HRA and HSA to develop participant tracking and monitoring systems, as needed, by the CalWORKs program. Contractor will also work with HRA and HSA to develop protocols for protecting client confidentiality and exchanging necessary and appropriate information as required for reporting purposes.

- c. **Prevention Services:** Those hours that a direct service staff person is on the job and available to provide prevention services. Time is billed in 15-minute increments of direct work time.

D/MC Individual Session: Face-to-face contact between D/MC beneficiary and a counselor, limited to intake, crisis intervention, collateral services, and treatment and discharge planning.

D/MC Group Session: Face-to-face contact in which one or more clients in a group of not less than four and no more than 10 clients is a D/MC beneficiary. Group will focus on short-term personal, family, job/school, and other problems and their relationship to substance abuse or return to substance abuse. Each beneficiary shall receive at least two group counseling sessions per month.

BED DAY: A day in which one (1) treatment bed is utilized to provide 24-hour inpatient care. In the case of CalWORKs clients, a "treatment bed" includes provisions for beds for and care of both the client and their accompanying children. The bed must be licensed and funded. The facility, staffing and other conditions necessary to provide the treatment services to a client occupying that bed must be available. Billable day shall include the day of admission, but not the day of discharge.

- a. **CalWORKs BED DAY:** CalWORKs bed days may be claimed for alcohol and drug residential services that are employment focused, and in accordance with CalWORKs Welfare to Work plans and/or participation agreements. CalWORKs bed days may be claimed for assessment, treatment, case management, referral and aftercare services that are authorized and approved by the HRA CalWORKs Employment and Training staff. As authorized and approved by HRA, CalWORKs funds may also be claimed for participation in CalWORKs multi-disciplinary team meetings; for outreach and education activities related to informing and encouraging CalWORKs recipients to enter into alcohol and drug treatment services; for start-up activities approved by the County Alcohol and Drug Program Administrator; and for participation as requested in multi-disciplinary team meetings. Contractor shall establish procedures for screening all clients at intake regarding their status as a CalWORKs recipient and refer CalWORKs recipients who were not initially referred by the Human Resources Agency (HRA) back to HRA for inclusion of alcohol and drug treatment into their CalWORKs activity agreement and/or CalWORKs Welfare-to-Work plan. If access to service for clients referred under CalWORKs cannot be provided within seven days of the receipt of the HRA referral, Contractor shall inform HRA and the Health Services Agency (HSA) Alcohol and Drug Program, and work in cooperation with HRA and HSA to address access issues. Contractor will coordinate with HRA and HSA to develop participant tracking and monitoring systems, as needed, by the CalWORKs program. Contractor will also work with HRA and HSA to develop protocols for protecting client confidentiality and exchanging necessary and appropriate information as required for reporting purposes.

ASSESSMENT: A County ADP approved assessment completed within 21 calendar days of client presentation of Drinking Driver Assessment Instructions Form, and submission of a standardized court-approved Treatment Evaluation and Recommendation to County ADP within 5 calendar days of completion of the assessment interview. Provider will be reimbursed by County only for assessments of clients referred by County.

- D.4. ADVANCE BASE: Advances for NNA, CalWORKs and Drug Medical services shall be made on a base of \$1,361,022. Advance Base does not include 15% of Federal Medical funds if applicable as outlined in the Fiscal Provisions at Exhibit C.8 and Drinking Driver Assessment funds. Settlement of final NNA and Drug Medical contract payments will be based on the final Cost Report.

DRUG MEDI-CAL ADMINISTRATIVE CHARGES: County administrative charges for Drug Medical services will not exceed 10% of the approved rate per unit of service, unless provider cost is less than the contract amount and County administrative cost is higher. Drug Medical unit of service costs that exceed the rate may be paid up to the limit of County funds available, not to exceed actual costs of the Drug Medical program.

COST REIMBURSEMENT (Drug Court and Drinking Driver Assessment): Payment of Federal Block Grant, State and County funds shall be based on actual costs and shall not exceed \$312,025.

- D.5. INCREASE IN MAXIMUM ALLOCATION FOR MODE OF SERVICE: Funds may not be shifted between modalities, e.g., Outpatient and Residential, without written approval by County Administrator. Shifts can be requested to the extent that there are funds available as a result of reduced billings for another mode of service or other modes of services hereunder. Such shifting of funds shall be on a dollar for dollar basis and as the Maximum Allocation for provision of a particular mode of service is augmented, there shall be a corresponding reduction in the Maximum Allocation for another mode of service or modes of services.
- D.6. MINOR CONSENT DRUG MEDI-CAL: Contractor agrees to provide Minor Consent Drug Medical State services that meet the D/MC outpatient service guidelines and standards. In addition, Minor Consent D/MC Funds can only be earned for Minor Consent Drug Medical units of service reimbursed by the State. Unearned D/MC advances will be returned to the County.

EXHIBIT E- 1
DESCRIPTION OF SERVICES

Contractor: Santa Cruz Community Counseling Center
Component: Prevention Services Provider #: 44-4485
Modality: Alto Primary Prevention
Primary Target Groups Treated: Poly Drug Users, Women, Parents, and Latinos

Budget and Unit of Service (UOS) Data

	98-99 Past Year Actual	99-00 Current Year Estimated	00-01 New Budget Year Estimated
Gross Program Cost	\$15,247	\$15,362	\$15,976
County Funding	\$14,915	\$15,362	\$15,976
Number of clients funded by County	100	100	100

PRIMARY PROBLEMS TREATED

The ALTO Counseling Center uses a public health model approach to the prevention of alcohol and drug abuse with the use of prevention groups within the community. These groups will be empowered to plan and implement prevention activities ranging from life skills training to public policy. The public health prevention programs address the dynamic interactions among individuals and their social, cultural, physical, economic, and political environments. Prevention programs are designed to produce systemic change and response to the drug problem, born of self-identified needs, cooperative effort and the process of carrying out prevention activities.

PROGRAM GOALS AND OBJECTIVES

- GOAL I: To reduce the likelihood of alcohol and drug use through building skills of youth, parents, teachers, families, and concerned persons with activities such as training parents in parenting skills and how to talk to their children about alcohol and drugs; training teachers and school administrators in implementation of alcohol and drug prevention classroom curriculum; mentoring of youth; teaching youth communication, conflict resolution and drug refusal skills; and training youth and community members on leadership skills.
 - OBJECTIVE A: To facilitate the participation of community members in the planning and implementation of drug/alcohol and prevention activities. To provide 307 hours of direct staff time for the prevention program.
 - OBJECTIVE B: To develop an action plan with the Prevention Action Committee (PAC) which will include: training and leadership development and other PAC goals and submit the action plan with the first quarter report.
 - B.1. The PAC will plan to execute four (4) prevention campaigns, events or activities to raise awareness and encourage alternatives to alcohol, drug and gang involvement, reaching 100 people.
 - a. At least one of the campaigns will collaborate with Together For Youth/Unidos Para Nuestros Jovenes (TFY/UPNJ) for the prevention activity as follows: the PAC and ALTO staff will develop, coordinate and recruit participants for 3 workshops/presentations to educated parents Spanish-Speaking and family members about alcohol and other drugs warning signs and where to get help.

GOAL II. (APPLIES TO ALL E EXHIBITS) To promote staff development and competency by providing training to staff.

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

- a. Safety and Infectious Disease policy issues;
- b. HIV/AIDS prevention, treatment, confidentiality, and referrals;
- c. Admission priority and waiting lists requirements, TB testing and services, and interim services for injection drug users;
- d. ADA requirements and agency plan;
- e. Programmatic issues related to the diverse aspects of the population (e.g., culture, acculturation and assimilation, cultural competency and Latino accessibility, dual diagnosis, and other population characteristics).

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

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

- a. The title and topic and date of the training;
- b. The length of the training;
- c. The name and title of each staff attending the training.

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

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

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

GOAL IV. (APPLIES TO ALL E EXHIBITS) To evaluate program effectiveness.

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

GOAL V. (APPLIES TO ALL OUTPATIENT AND RESIDENTIAL E EXHIBITS) To promote accessibility for dual diagnosis clients into the agency's residential and outpatient treatment modalities.

OBJECTIVE A. Review and revise prior year Action Plan and submit with the First Quarter Report.

OBJECTIVE B. Designate a lead staff person to assist the County in planning staff training activities and implementing these activities, as per the current year plan. Report the name of the staff person in the First Quarter Report.

OBJECTIVE C. Report significant changes or accomplishments in each Quarterly Report, including trainings attended.

EXHIBIT E-2
DESCRIPTION OF SERVICES

Contractor: Santa Cruz Community Counseling Center
 Component: Outpatient Services
 Modality: Alto Individual and Group Counseling
 Primary Target Groups Treated: Poly Drug, Women and Latinos

Provider #: 44-4487 & 44-4485

Budget and Unit of Service (UOS) Data	98-99	99-00	90-01
	Past Year Actual	Current Year Estimated	New Budget Year Estimated
Gross Program Cost	\$145,027	\$150,078	\$153,641
County Funding	\$135,027	\$139,078	\$144,641
Number of clients funded by County	260	247	226

PRIMARY PROBLEMS TREATED

The ALTO Counseling Center treats a constellation of chemical dependence problems including educational deficits, unemployment, financial difficulties, health concerns, family problems, and criminal justice system involvement. Program services are designed on the basis of the severity of these chemical dependency problems and the wide scope of client needs. These factors require that traditional therapy services be combined with comprehensive assessment, intense clinical consultation, and extensive support services. The program provides services to the following under-served populations: poly drug abusers, female drug abusers, Latinos and individuals from these target populations who are involved with the criminal justice system.

PROGRAM GOALS AND OBJECTIVES

GOAL I. To provide comprehensive intake/assessment and outpatient counseling services to substance abusing adults. Intake services will include: assessment of impact of drug use and degree of dysfunction in the areas of psychosocial, education/vocational, and justice system involvement, and medical review of health history for obtaining physical exams as needed. Outpatient services will include individual counseling, group counseling and family therapy as determined by client needs.

OBJECTIVE A. OUTPATIENT COUNSELING. Santa Cruz Community Counseling Center will provide a total of 3,362 Outpatient Counseling staff hours at the Alto Counseling Center to 226 poly-drug users, women and Latinos.

- a. North County: 1,479 total staff hours (44%).
- b. South County: 1,883 total staff hours (56%).

A.1. Santa Cruz Community Counseling Center will encourage **non-Medical** clients to participate financially in their own recovery by charging for outpatient services according to each individual's ability to pay, in order to extend the units of service which may be provided by public funding. No client will be turned away because of inability to pay.

A.2. Of the 226 clients, Santa Cruz Community Counseling Center will provide Outpatient services to the following hard to reach populations:

- a. 35% Women.
- b. 25% Latinos.
- c. 15% IVDU clients.

OBJECTIVE B. INDIVIDUAL COUNSELING. Of the 3,362 staff hours for Outpatient Services, Santa Cruz Community Counseling Center will provide 3,026 staff hours of Individual Counseling to 174 unduplicated clients.

- a. North County: 1,331 staff hours (44%).
- b. South County: 1,695 staff hours (56%).

B.1. Of the 3,026 hours at least 1,513 staff hours will be for Individual Counseling face-to-face client services. Face-to-face client service staff hours will not equal available staff hours because of staff time for charting, no-shows and session planning.

OBJECTIVE C. GROUP COUNSELING. Of the 3,362 staff hours for Outpatient services, Santa Cruz Community Counseling Center will provide 336 staff hours for Group Counseling to 52 unduplicated clients.

- a. North County: 148 staff hours (44%).
- b. South County: 188 staff hours (56%).

C.1. Of the 336 hours, at least 168 staff hours will be devoted to face-to-face client services. Face-to-face client service staff hours will not equal available staff hours because of staff time for charting, no-shows and session planning.

EXHIBIT E-3
DESCRIPTION OF SERVICES

Contractor: Santa Cruz Community Counseling Center
 Component: Outpatient Services Provider #: 44-4487 & 44-4485
 Modality: CalWORKs Individual and Group Counseling
 Primary Target Groups Treated: Poly Drug, Women, Parents and Latinos

Budget and Unit of Service (UOS) Data

	98-99 Past Year Actual	99-00 Current Year Estimated	90-01 New Budget Year Estimated
Gross Program Cost	\$ 8,000	\$14,404	\$30,000
CalWORKs Funding	\$ 8,000	\$14,404	\$30,000
Number of clients funded by County	15	18	32

PRIMARY PROBLEMS TREATED

The ALTO Counseling Center provides comprehensive intake/assessment and outpatient treatment services in two geographically accessible clinics in Watsonville and Santa Cruz. Services are provided by culturally competent staff. Outpatient services will be designed to address barriers to employment which CalWORKs clients will confront. Service demands are high, and this program will decrease the delay between initial contact and provision of services. Employment will be integrated into all treatment plans.

PROGRAM GOALS AND OBJECTIVES

GOAL I. To provide accelerated intake/assessment and outpatient treatment to overcome employment barriers to CalWORKs clients.

OBJECTIVE A. OUTPATIENT COUNSELING. Santa Cruz Community Counseling Center will provide a total of 656 Outpatient Counseling staff hours to 32 Poly-drug users, women, parents and Latinos referred by CalWORKs.

OBJECTIVE B. INDIVIDUAL COUNSELING. Of the 656 staff hours for Outpatient Services, Santa Cruz Community Counseling Center will provide 623 staff hours for CalWORKs Individual Counseling to 26 unduplicated clients.

B.1. Of the 623 hours, at least 312 staff hours will be for Individual Counseling face-to-face client services. Face-to-face client service staff hours will not equal available staff hours because of staff time for charting, no-shows and session planning.

OBJECTIVE C. GROUP COUNSELING. Of the 656 staff hours for Outpatient Services, Santa Cruz Community Counseling Center will provide 33 staff hours for CalWORKs Group Counseling to 6 unduplicated clients.

C.1. Of the 33 hours, at least 17 staff hours will be devoted to face-to-face client services. Face-to-face client service staff hours will not equal available staff hours because of staff time for charting, no-shows and session planning.

EXHIBIT E-4
DESCRIPTION OF SERVICES

0145

Contractor: Santa Cruz Community Counseling Center
 Component: Residential Services
 Modality: Sunflower House Residential
 Primary Target Groups Treated: Poly Drug Users, Women and Other Custodial Parents

Provider #: 44-4486

Budget and Unit of Service (UOS) Data

	98-99 Past Year Actual	99-00 Current Year Estimated	99-00 New Budget Year Estimated
Gross Program Cost	\$550,589	\$544,382	\$518,337
County Funding	\$455,255	\$468,882	\$462,637
Number of clients funded by County	100	98	91

PRIMARY PROBLEMS TREATED

Sunflower House is a licensed residential treatment community providing comprehensive rehabilitation services for substance abusing men and women ages 18-64. The program includes four phases of treatment and is 9-12 months in length. Sunflower House places a special emphasis on providing treatment services to high risk, hard-to-reach populations.

GOAL I: To provide comprehensive residential treatment and rehabilitation services for drug dependent adults at Sunflower House, in Santa Cruz County.

OBJECTIVE A. RESIDENTIAL. Santa Cruz Community Counseling Center will provide residential treatment with an average length of treatment of 6 months to Poly-drug users, women and Latinos, at Sunflower House.

- A.2. Sunflower House will provide the following:
 - a. A total of 27.77 facility beds with an average 85% occupancy rate.
 - b. 8,253 bed days of Residential treatment per year.
 - c. Residential services to 91 Poly-drug users, women and Latinos.
- A.3. To extend the units of service that are provided from public funding Santa Cruz Community Counseling Center will encourage non-Medical clients to participate financially in their own recovery by charging for residential services according to each individual's ability to pay. No client will be turned away because of inability to pay.
- A.4. Of the 91 clients, Santa Cruz Community Counseling Center will provide Residential services to the following hard to reach populations:
 - a. 990 bed days to 12 Latino clients.
 - b. 2,063 bed days to 25 women.
 - c. 4,126 bed days to clients referred from the criminal justice system.

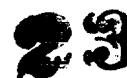


EXHIBIT E-5
DESCRIPTION OF SERVICES

Contractor: Santa Cruz Community Counseling Center
 Component: Residential Services Provider #: 44-4482
 Modality: Se Si Puede Residential
 Primary Target Groups Treated: Juvenile and Adult Latino Males, Poly-Drug

Budget and Unit of Service (UOS) Data

	98-99 Past Year Actual	99-00 Current Year Estimated	00-01 New Budget Year Estimated
Gross Program Cost	\$43,1486	\$455,303	\$483,205
County Funding	\$298,349	\$339,939	\$376,693
Number of clients funded by County	58	60	65

PRIMARY PROBLEMS TREATED

Si Se Puede is a licensed residential treatment community providing comprehensive rehabilitation services targeting substance abusing Latino juveniles and adult males, ages 15 and above. The program consists of 6 months of residential treatment followed by 3 - 6 months of transition back into the community. Si Se Puede places a special emphasis on providing culturally relevant treatment services to Latino juvenile and adult males involved in the criminal justice system.

GOALS AND OBJECTIVES

GOAL I: To provide comprehensive residential treatment, transition and rehabilitation services to alcohol and drug dependent juvenile and adult males.

OBJECTIVE A. RESIDENTIAL. Santa Cruz Community Counseling Center will provide residential treatment with an average length of treatment of 9 months to juvenile and adult Latino males, and poly-drug users, at Si Se Puede.

- A.1. Si Se Puede will provide the following:
- a. A total of 19.76 facility beds with an average 85% occupancy rate.
 - b. 5,009 bed days of Residential treatment per year.
 - c. Residential services to 65 juvenile and adult Latino males, and poly-drug users.
- A.2. To extend the units of service that are provided from public funding Santa Cruz Community Counseling Center will encourage non-Medical clients to participate financially in their own recovery by charging for residential services according to each individual's ability to pay. No client will be turned away because of inability to pay.
- A.3. Of the 65 clients, Santa Cruz Community Counseling Center will provide Residential services to the following hard to reach populations:
- a. 4,508 bed days to Latinos
 - b. 3,506 bed days to clients referred from the criminal justice system.
 - c. 65 1 bed days to juveniles.

EXHIBIT E-6
DESCRIPTION OF SERVICES

Contractor: Santa Cruz Community Counseling Center
 Component: Residential Services
 Modality: CalWORKs Residential at Sunflower House
 Primary Target Groups Treated: CalWORKs Poly Drug Users, Women and Other Custodial Parents

Provider #: 44-4486

Budget and Unit of Service (UOS) Data

	98-99 Past Year Actual	99-00 Current Year Estimated	00-01 New Budget Year Estimated
Gross Program Cost	\$ 35,870	\$ 35,870	\$120,600
CalWORKs Funding	\$ 30,000	\$ 30,000	\$100,000
Number of clients funded by County	4	4	13

PRIMARY PROBLEMS TREATED

Sunflower House provides a 24-hour residential treatment program with support services to address barriers to employment confronted by CalWORKs clients. The program includes: structured groups and individual counseling activities, room and board, health and nutrition education, structured recreation, AA and NA attendance, and additional supportive services to address barriers to employment. Support services include job skills, training seminars on work and world values, and parenting skills. The program will provide support to CalWORKs clients with children so that families can remain together while the custodial parent is participating in the program.

GOALS AND OBJECTIVES

GOAL I: To provide comprehensive residential drug/alcohol treatment and other supportive services to overcome employment barriers to custodial CalWORKs client parents and their children.

OBJECTIVE A. CalWORKs RESIDENTIAL. Santa Cruz Community Counseling Center will provide residential treatment with an average length of treatment of 3 months to CalWORKs poly-drug users, women and custodial parents, at Sunflower House.

A.1. Sunflower House will provide the following:

- a. A total of 3.79 facility beds with an average 85% occupancy rate.
- b. 1,176 bed days of CalWORKs Residential treatment per year.
- c. CalWORKs Residential services to 4 CalWORKs poly-drug users, women and custodial parents.

A.2. Of the 13 clients, Santa Cruz Community Counseling Center will provide CalWORKs Residential services to the following hard to reach populations:

- a. 141 bed days to Latinos.
- b. 1,058 BED days to Women.

EXHIBIT E-7
DESCRIPTION OF SERVICES

Contractor: Santa Cruz Community Counseling Center
 Component: Outpatient Services
 Modality: Drug Court Individual and Group Counseling
 Primary Target Groups Treated: Drug Court program referred adults

Provider #: 44-4487 & 44-4485

Budget and Unit of Service (UOS) Data

	98-99 Past Year Actual	99-00 Current Year Estimated	00-01 New Budget Year Estimated
Gross Program Cost	\$116,105	\$232,211	\$335,025
Drug Court Funding	\$101,481	\$202,961	\$305,025
Number of clients funded by County	75	100	95

PRIMARY PROBLEMS TREATED

The ALTO Counseling Center provides comprehensive intake/assessment and outpatient treatment services in two geographically accessible clinics in Watsonville and Santa Cruz. Services are provided by culturally competent staff. Outpatient services for this modality are designed to meet Drug Court Program sanctions.

PROGRAM GOALS AND OBJECTIVES

GOAL I: To provide comprehensive intake/assessment and outpatient counseling services to an ongoing caseload of 95 Drug Court program referred adults of Santa Cruz County in an environment specifically designed to meet Drug Court Program treatment requirements. Outpatient services will include individual and group counseling, life skills family training and urinalysis and alcohol breathalyzer testing as determined by client needs and the 3-phase Drug Court program schedule.

OBJECTIVE A. To provide comprehensive intake services to include: assessment of the impact of drug use and degree of dysfunction in the areas of psychosocial and educational/vocational functioning, justice system involvement and health/medical history. To provide intake services to 141 clients.

OBJECTIVE B. To provide group counseling and drug education services according to the 3-phase Drug Court program schedule. Phase I will include four groups a week, Phase II three groups per week, and Phase III two groups per week. Groups will be 1.5 hours long and will have 8 to 10 participants. Group focus will be on developing a recovery plan, positive social support networking, relapse prevention, and resolving problems that increase the possibility of relapse. To provide 9,069 group visits to Drug Court participants.

OBJECTIVE C. To provide individual counseling services. Individual sessions will be provided to each client at least monthly and will focus on evaluating client needs and progress. Frequency of individual sessions may increase when necessary to support successful program participation. To provide 1,020 individual sessions to Drug Court participants.

OBJECTIVE D. To provide weekly education/training classes to all phase I participants.

OBJECTIVE E. To provide staffing at Drug Court team meetings and status hearings.

- OBJECTIVE F. To provide urinalysis collection and testing and alcohol breathalyzer testing according to the 3-phase Drug Court program schedule. Phase I will be tested twice a week, Phase II one to two times a week, and Phase III once a week.
- OBJECTIVE G. To provide data and statistical reports as required by DADPA and CAL Research requirements.
- OBJECTIVE H. Santa Cruz Community Counseling Center agrees to record and enter in a timely manner Drug Court Outpatient Services to the Client Tracking System (CTS). Data will be entered in a timely manner to allow for preparation and submission of reports to weekly Drug Court Status Hearings and quarterly Federal Grant reports.

EXHIBIT E-8
DESCRIPTION OF SERVICES

0150

Contractor: Santa Cruz Community Counseling Center
 Component: Outpatient Services Provider #: 44-4487 & 44-4485
 Modality: Drinking Driver Assessment Program
 Primary Target Groups Treated: Court-Ordered Drinking Driver Offenders

Budget and Unit of Service (UOS) Data

	98-99 Past Year Actual	99-00 Current Year Estimated	00-01 New Budget Year Estimated
Gross Program Cost		\$3,500	\$7,000
Drug Court Funding		\$3,500	\$7,000
Number of clients funded by County		35	70

PRIMARY PROBLEMS TREATED

The ALTO Counseling Center provides comprehensive intake/assessment and outpatient treatment services in two geographically accessible clinics in Watsonville and Santa Cruz. Services are provided by culturally competent staff. Outpatient services for this modality are designed to meet Drinking Driver Assessment Program requirements.

PROGRAM GOALS AND OBJECTIVES

- GOAL I. Upon receipt of the Drinking Driver Assessment Instructions Form from client, an AOD assessment interview will be scheduled and completed within 21 calendar days. The following protocols will be followed:
- A. The AOD assessment will include the following:
 - 1. If client previously completed a DDP assessment with Provider within the last six months, the DDP assessment may be updated with information from the AOD assessment.
 - 2. If client has not completed a DDP assessment with Provider within the last six months, a new AOD assessment will be completed.
 - 3. The AOD assessment tool shall be approved by County ADP and meet the minimum State specifications. Treatment evaluation of client problem areas will include, but are not limited to, current/past drug/alcohol use, legal history/status, medical status, psychiatric status, employment/lifestyle, family/social, relapse potential, and treatment acceptance.
 - 4. Treatment level of care recommendations as appropriate to the completed AOD assessment results.
 - a. Recommendations will be reviewed with the client during the AOD assessment.
 - b. Treatment source options will be discussed with the client. Client preference for a provider for each treatment recommendation will be obtained and included in the Treatment Evaluation and Recommendation Report.
 - c. Prior to the conclusion of the AOD assessment, client will sign a statement stating that results of the assessment, treatment recommendations and treatment source options were reviewed during the assessment.
 - B. At conclusion of the AOD assessment, Provider will give client a court-approved handout explaining the procedure for the pending court hearing on the treatment recommendations.

- C. A Treatment Evaluation and Recommendation Report will be completed using a standardized court-approved form and mailed or faxed to County ADP for receipt within 5 calendar days of the assessment interview. ⁰¹⁵¹
- D. Once each quarter, Provider will report number of AOD assessments completed and will claim the amount as stipulated in Exhibit D of this contract.

EXHIBIT E-9
DESCRIPTION OF SERVICES

0152

Contractor: Santa Cruz Community Counseling Center
 Component: Youth Services (North County Office) Provider #: 44-4488
 Modality: Minor Consent Drug Medi-Cal Outpatient Counseling
 Primary Target Groups Treated: Poly Drug abusing Youth

Budget and Unit of Service (UOS) Data

	98-99 Past Year Actual	99-00 Current Year Estimated	00-01 New Budget Year Estimated
Gross Program Cost	\$0	\$42,796	\$273,715
County Funding	\$ 0	\$28,265	\$23 1,075
Number of clients funded by County	0	45	210

PRIMARY PROBLEMS TREATED

Youth Services treats chemical dependence problems, health concerns, family problems, and juvenile criminal justice system involvement. Program services are designed on the basis of the severity of these chemical dependency problems and the wide scope of client needs. These factors require that traditional therapy services be combined with comprehensive assessment and intervention, intense clinical consultation, and extensive support services. The program provides services to the following **underserved** populations: poly drug abusers, female drug abusers, Latinos and individuals from these target populations who are involved with the criminal justice system.

PROGRAM GOALS AND OBJECTIVES

GOAL I. To provide comprehensive intake/assessment and outpatient counseling services to substance abusing youth. Intake services will include: assessment of impact of drug use and degree of dysfunction in the areas of psychosocial, education/vocational, and justice system involvement, and medical review of health history for obtaining physical exams as needed. Outpatient services will include individual counseling, group counseling and family therapy as determined by client's individual treatment plan.

OBJECTIVE A. INDIVIDUAL COUNSELING. Santa Cruz Community Counseling Center will provide 1,445 units of Individual Counseling to 210 unduplicated clients.

OBJECTIVE B. GROUP COUNSELING. Santa Cruz Community Counseling Center will provide 4,534 D/MC units for Group Counseling to 210 unduplicated clients.

EXHIBIT F-1

ASSURANCE OF NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES
RECEIVING STATE FINANCIAL ASSISTANCE

Santa Cruz Community Counseling Center, Inc. (hereinafter called the "Recipient") agrees that it will comply with Article 9.5 (commencing with Section 1135) of the Government Code and the regulations adopted or actions taken by the State Department of Alcohol and Drug Programs to implement such Article to the end that no person in the State of California shall, on the basis of ethnic group identification, religion, age, gender, color, or disability, be unlawfully denied the benefits of, or be unlawfully subjected to discrimination under any program receiving State financial assistance.

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

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

SANTA CRUZ COMMUNITY COUNSELING CENTER
195-A Harvey West Blvd.
Santa Cruz, CA 95060

Terry Moriarty by POB
(Authorized Official)

7/27/00
(Date)

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

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

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

Printed
Name*

Terry Moriarty

Terry Moriarty Executive Director 7/27/00
Original Signature* Title Date

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

I. FINANCIAL AUDIT APPEALS

The Department of Alcohol and Drug Programs (ADP) **will** contract with either the Department of General Services, **Office** of Administrative Hearing (OAH) or the Department of Health Services (DHS) for an administrative hearing process. Either agency's process is used only for appeals of financial disallowances of alcohol and / or drug program audits.

For either process, the following steps will be necessary to initiate an audit appeal:

1. The Contractor shall prepare and submit a written Notice of Defense (statement of disputed issues), to ADP specifying any objection to the **financial** findings.
- The Notice **must** be mailed to ADP within sixty (60) calendar days from receipt of the Audit Report to:

Audit Appeals Coordinator
Department of Alcohol and Drug Programs
1700K Street
Sacramento, CA 958 14

- The notice must include the signature and mailing address of an individual with the authority to represent the Contractor.
2. ADP will notify the Contractor regarding further arrangements after receipt of the Notice of Defense.

II. ADMINISTRATIVE APPEALS

If the Contractor wishes to appeal ADP or Department of Health Services (DHS) dispositions concerning recoupment of specific Medi-Cal claims, the procedures include in the California Code of Regulations (CCR) Title 22, Section 51015 must be followed. This section applies to Drug Medi-Cal (**D/MC**) claims processing. The Contractor may also appeal disapprovals by ADP for (re) certification requests as indicated in Section IV of this exhibit.

The following process will apply to first-level grievances or complaints:

1. The Contractor shall initiate the action by submitting the grievance or complaint in writing to ADP.
- The grievance or complaint shall be submitted in the form of a letter on the official stationery of the Contractor and signed by an authorized representative of the Contractor.
 - The document shall state that it is being submitted in accordance with CCR Title 22, Section 51015.
 - The document shall identify the specific claim(s) involved and describe the disputed (in) action regarding the claims.

2. The appeal shall be submitted to ADP within ninety (90) days from the date the Contractor receives written notification of the decision to disallow claims.
- Grievances or complaints shall be directed to:

Deputy Director
Program Operations Division
Department of Alcohol and Drug Programs
1700 K Street
Sacramento, CA 958 14
3. ADP shall acknowledge the grievance or complaint within fifteen (15) calendar days of its receipt.
 4. ADP shall act on the appeal and inform the Contractor of ADP's decision, and the basic therefore, within fifteen (15) calendar days after ADP's notice of acknowledgement.
- ADP shall have the option of extending the decision response time if additional information is required from the Contractor. The Contractor shall be notified if ADP extends the response time limit.

The Contractor may initiate a second-level grievance or complaint for claims processing only. The grievance or complaint shall be directed to DHS. The second-level process may be pursued only after complying with the first-level grievance or complaint process and only under the following circumstances:

1. ADP failed to acknowledge the grievance or complaint within fifteen (15) days of its receipt.
2. The Contractor is dissatisfied with the action taken by ADP where the conclusion is based on ADP's own evaluation of the merits of the grievance or complaint.
3. The second-level appeal is submitted to DHS within thirty (30) calendar days **from** the date ADP failed to acknowledge the first-level appeal or from the date of the first-level appeal decision by ADP.

The following process will apply to the grievance or complaints:

1. The contractor shall refer the grievance or complaint to DHS to the attention of:

Chief
Field Service Branch
Department of Health Services
714 P Street, Room 1516
Sacramento, CA 958 14

The following information shall be submitted:

- a copy of the original written grievance or complaint that was sent to **ADP**;
- a copy of ADP's report to which the grievance or complaint applies;
- and a copy of ADP's response, specific finding(s), and conclusion(s) regarding the grievance or complaint with which the Contractor is dissatisfied.

2. DHS shall review the written documents submitted in the grievance or complaint and send a written report of its conclusions and reasons to the Contractor and ADP within sixty (60) days of receipt of the referral. DHS may request additional information and/or hold an informal meeting with the involved parties before rendering a decision.
- DHS shall have the option of extending the decision response time if additional information is required from the Contractor. The Contractor and ADP will be notified if DHS extends the response time limit.

III. CLIENT RIGHT TO ADMINISTRATIVE DUE PROCESS

Each Medi-Cal beneficiary has the right to an administrative hearing regarding any action taken to deny, terminate, or reduce a beneficiary's receipt of D/MC benefits under CCR Title 22 and methadone treatment services under CCR Title 9. Procedures outlined in CCR Title 22 Sections 50951, 50953, and 51014.1; Welfare and Institutions Code Sections 10950 through 10965; and the Department of Social Services (DSS) Manual of Policy and Procedures. Chapter 22 will be followed by the Contractor, the Utilization Review Committee (URC), and the beneficiary of D/MC benefits.

If an administrative hearing is requested, an explanation of the circumstances under which the D/MC service and payment shall be continued must be explained to the beneficiary. These steps must be followed in preparation for a hearing.

1. The Contractor must inform the beneficiary in writing at least ten (10) days before the effective date of the intended action to terminate or reduce services under D/MC. The notice to the beneficiary shall include:
 - a statement of the action the Contractor intends to take;
 - the reason of the intended action;
 - citation of the specific regulation(s) supporting the intended action(s);
 - an explanation of the beneficiary's right to request an administrative hearing due to the Contractor's decision;
 - and an explanation of the procedure for the beneficiary to request a hearing. The beneficiary must submit the request to:

Administrative Adjudications Division
Department of Social Services
744 P Street, Room MS 19-37
Sacramento, CA 958 14
 2. The Contractor must submit the details of the intended action to the URC.
 3. Upon notification that a beneficiary that a beneficiary has filed for an administrative hearing, the URC shall write a position paper to the office of the Chief Referee at DSS. The position paper must summarize the facts of the case and set forth the regulatory justification for the action.
- The URC does not have the authority to determinate D/MC payment for services because of client violation of CCR Title 9 requirements. If the beneficiary does not comply with program rules and requirements according to Title 9, the Contractor may terminate services and the beneficiary would have the right to a fair hearing under Title 9 procedures.

The findings and decisions of the DSS hearing officer shall be submitted to the Director, DHS, for review in accordance with Title 22, Section 50953 (a). As part of its review, DHS shall seek input from ADP; however, DHS retains sole authority for the decision-making regarding Medi-Cal issues.

Iv. PROVIDER PARTICIPATION, CERTIFICATION, AND RECERTIFICATION APPEALS

The appeals procedures regarding D/MC provider participation, certification, and recertification are as follows:

a. First-Level Appeals

1. A provider may appeal a certification evaluator's decision by submitting a request in writing to ADP Licensing and Certification Branch, with specific reasons for the request.
2. The request for a First-Level Appeal will be submitted to ADP within 30 calendar days from the date the provider and / or county receives written notification of the ADP decision to deny the provider's certification.
3. ADP will acknowledge the written request within 15 calendar days of its receipt.
4. ADP will act on the appeal and inform the provider and / or county of ADP's decision and the basis ~~therefor~~ within 15 calendar days after ADP's acknowledgment notification.
5. ADP will have the option of extending the decision response time if additional information is required from the provider and /or county. The provider and / or county will be notified if ADP extends the response time limit.

The request for an appeal will be submitted in the form of a letter signed by -an appropriate representative of the provider and / or county.

Requests for appeal should be directed to the:

Manager, Licensing and Certification Branch
Quality Assurance Division
Department of Alcohol and Drug Programs
1700 K Street
Sacramento, CA 958 14

b. Second-Level Appeals

A provider and / or county may make a request for a second-level appeal to the ADP Quality Assurance Division Deputy Director only after complying with first-level appeal procedures and only in the following circumstances:

1. ADP has failed to acknowledge a request for a first-level appeal within 15 days of its receipt; or,
2. The provider and / or county is dissatisfied with the action taken by ADP Licensing and certification Branch where the conclusion is based on its own evaluation of the merits of the request.

A request for a second-level appeal will be submitted to ADP within 30 calendar days from the date ADP failed to acknowledge the first-level appeal decision.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0159

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

FROM: HEALTH SERVICES AGENCY (Dept.)

Ron Knutson (Signature) 8-1-00 (Date)

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

1. Said agreement is between the County of Santa Cruz Health Services Agency (Agency)
and Fenix Services, Inc. 10 Alexander Street, Watsonville, CA 95076 (Name & Address)

2. The agreement will provide for continuation of Alcohol Outpatient Services.

3. The agreement is needed to provide the above services.

4. Period of the agreement is from July 1, 2000 to June 30, 2001

5. Anticipated cost is \$521,190.00 through June 30, 2001 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: _____

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

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

Appropriations are available and have been encumbered. Contract No. C000796-01 Date 8/2/00
are not available and will be

GARY A. KNUTSON, Auditor - Controller
By Ronald J. Stelm 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: _____
By D. Shilly County Administrative Officer Date 8/3/00

(Analyst)

Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk

23

AGREEMENT between the COUNTY OF SANTA CRUZ

County Dept/Agency: HEALTH SERVICES AGENCY

Contract # CO00796-01

A l c o h o l a n d D r u g P r o g r a m

Hereinafter called COUNTY and:

FENIX SERVICES, INC.
10 Alexander Street
Watsonville, CA 95076

Telephone: (831) 722-5914

Hereinafter called CONTRACTOR for: Community based Alcohol and Drug Treatment Services

WHEREAS COUNTY has need of comprehensive community based prevention, outpatient, and residential alcohol and drug abuse treatment programs for FY 2000/01; and,

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

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

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

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

IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective: July 1, 2000 through June 30, 2001.

CONTRACTOR:

COUNTY:

Donald Mitchell
(Signature)

R. K. ...
(Signature)

Administrative Analyst
(Title)

HSA Administrator
(Title)

[Signature]
Approved as to form
County Counsel

Janet McKinley 7-25-2000
Approved as to Insurances
Risk Management Division Chief

Index	# 364042
Subobject	# 3975
Contract	# CO00796-01
Amount	\$521,190

(Reserved for Clerk of Board)

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

EXHIBIT A
INDIVIDUAL CONTRACTOR INFORMATION

- A. 1. **ADMINISTRATION:** County's Alcohol and Drug Program Administrator, hereinafter called County's Administrator, under the direction of the Health Services Agency Administrator shall represent County in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of County. Contractor's Executive Director shall administer this Agreement on behalf of Contractor.
- A.2. **TERM:** The term of this Agreement shall commence on July 1, 2000 and continue through and including June 30, 2001 during which time Contractor shall perform the services provided herein.
- A.3. **COMPENSATION:** Total contract amount shall not exceed Five Hundred Twenty-one Thousand, One Hundred Ninety and ~~No/100~~ **(\$521,190.00)** for services performed **during the** term of this Agreement. In no event shall County obligation of State Drug and Alcohol Allocation base and required County funds exceed this amount.

FOR FEE-FOR-SERVICE CONTRACTS: County agrees to pay Contractor a total sum not to exceed Five Hundred Twenty-one Thousand, One Hundred Ninety and ~~No/100~~ **(\$521,190.00)** for services performed during the term of this Agreement in accord with the negotiated rates set forth in Exhibit D. **CalWORKs** funds may only be used for activities related to **CalWORKs** clients. In no event shall County obligation of State Drug and Alcohol Allocation base and required **COUNTY funds** exceed this amount.

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

- A.4. **NOTICE:** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by mail to the County's Administrator at: County of Santa **Cruz**, HEALTH SERVICES AGENCY, Alcohol and Drug Programs, 1400 Emeline Avenue, Santa **Cruz** CA 95060, or to Contractor at: Fenix Services, Inc. 10 Alexander Street, **Watsonville**, CA 95076.

COUNTY OF SANTA CRUZ

EXHIBIT B
STANDARD COUNTY/AGENCY PROVISIONS

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

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

- B.2. **CONTRACTORS EMPLOYEES AND EQUIPMENT.** CONTRACTOR agrees that it has secured or **will** secure at its own expense all persons, employees and equipment unless otherwise specified, that are required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under 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.

- B.3. **RESPONSIBILITY FOR INVENTORY ITEMS.**

- a. Any equipment, materials, supplies, or property of any kind purchased **from funds** advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of One Thousand Five Hundred and **No/100** Dollars (\$1,500) is defined as an inventory item. All such items not **fully** consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis **from** COUNTY; such inventory will not be required more **frequently** than annually. CONTRACTOR shall provide a **final** inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.
- b. Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

- B.4. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) **from** and against:

- a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this contract, including but

not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or **property(ies)** of CONTRACTOR and third persons.

- b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- B.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.
- B.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 CONTRACTOR under this Agreement.
- B.7. **SUBCONTRACTS.** All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTORS 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.
- B.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.
- B.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)**.
- B. 10. **CONFORMANCE TO REGULATIONS.** CONTRACTOR shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
- B. 11. **CONFORMANCE TO LAW.** This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa **Cruz**.
- B.12. **ADMISSION POLICIES.** Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age (over **18**), physical or mental disability, medical condition (cancer related), pregnancy, marital status, national origin, ancestry, gender, sex, or sexual orientation and that no one will be refused services because of inability to pay for services.

- a. Nondiscrimination in Services, Benefits and Facilities. There shall be no discrimination in the provision of services because of race, color, religion, age (over **18**), physical or mental disability, medical condition (cancer related), pregnancy, marital status, national origin, ancestry, gender, sex, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time **from** that provided to other persons under this contract; subjecting a person to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently **from** others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age (over **18**), ancestry, physical or mental disability, national origin, gender, or sex, sexual orientation, medical condition (cancer related), pregnancy, marital status, veteran status, or any other non-merit factor unrelated to job duties.

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

- a. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over **18**), veteran status or any other non-merit factor unrelated to job duties. Such action **shall** include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall **apply**:
- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over **18**), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for **Minority/Women/Disabled** Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.
 - (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 40 12) identifying the gender, race, disability, and job **classification** of its employees and the names, dates and methods of

advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

- (3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders this CONTRACTOR may be declared ineligible for further contracts with the COUNTY.
- (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 13b to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- B.14. CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
- B. 15. MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
- B.16. REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
- B.17. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- B. 18. EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.

- B.19. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows: "This program is **funded** under a contract with the County of Santa **Cruz**."
- B.20. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.
- B.21. TRAVELING EXPENSES, FOOD AND LODGING.
- a. CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed those applicable to regular COUNTY employees. No travel outside of the State of California shall be payable unless prior written authorization is obtained **from** COUNTY'S Administrator.
 - b. Private mileage reimbursement, if paid based upon miles driven, to CONTRACTOR'S employees when incurred in performance of duties under this Agreement shall be payable at a rate not to exceed COUNTY rates payable to COUNTY employees.
- B.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.
- B.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.
- B.24. CHANGES.
- a. COUNTY may from time to time request changes in the scope of the services of CONTRACTOR to be **performed** hereunder. Such changes, including any increase or decrease in the amount of CONTRACTORS 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.
- B.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) calendar days after receipt of notice from COUNTY **specifying** such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.
 - b. In the event of a termination pursuant to this paragraph, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed

amount payable to date of termination under this paragraph reduced by the amount of damages sustained by COUNTY by reason of such breach.

- B.26. **TERMINATION OF AGREEMENT WITHOUT CAUSE.** This Agreement may be terminated without cause by COUNTY or the CONTRACTOR with thirty (30) days written notice.
- B.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.
- B.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.
- B.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.
- B.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.
- B.3 1. **DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment **from** COUNTY which is later disallowed based on an audit, **performed** by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exception by the COUNTY, State or Federal audit agency.
- B.32. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Overpayments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.
- B.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 CONTRACTOR'S insurance coverage and shall not contribute to it.
 - b. If CONTRACTOR utilizes subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTOR'S Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.
 - (1) Types of Insurance and Minimum Limits:

- (a) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.
 - (b) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
 - (c) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of **\$1,000,000** combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
 - (d) Professional Liability Insurance in the minimum amount of \$1 ,000,000 combined single limit.
 - (e) Contractor agrees to carry and maintain during the entire term of this Agreement tire and extended coverage including theft insurance to adequately cover value of County's inventoriable items in the possession of Contractor. Insurance policy must name County as the loss payee.
- (2) Other Insurance Provisions:
- (a) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years **after** the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
 - (b) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

 "The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the county of Santa **Cruz**".
 - (c) All required insurance policies shall be endorsed to contain the following clause:

 "This insurance shall not be canceled until tier 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.

B.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 CONTRACTOR'S Safety and Infection Control Policy.

B.35. CULTURAL COMPETENCY.

In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations. CONTRACTOR shall provide or make available to staff cultural competency training. CONTRACTOR'S clients whose sole language is the COUNTY'S threshold language (i.e., Spanish) shall be provided information, access and direct services in that language.

EXHIBIT C
 SPECIFIC ALCOHOL & DRUG PROGRAM PROVISIONS
 FISCAL PROVISIONS

- C.1. **FULL COMPENSATION:** It is expressly understood and agreed that this Agreement constitutes the entire agreement of Contractor and County and in no event shall Contractor be entitled to any compensation, benefits, reimbursements, or ancillary services other than as herein expressly provided.
- c.2. **PARTIAL PERFORMANCE:** In the event that less than all services are performed in a proper and timely manner, Contractor shall be paid only the reasonable cost for the services performed for the payment period as determined by County's Administrator.
- c.3. **FINAL BUDGET/CONTRACT REVISION:** Contractor has the option to revise contract and/or contract budget with approval of County Administrator. Final revisions shall be submitted to County's Administrator no later than sixty (60) days prior to the last day of this Agreement.
- c.4. **BUDGET:** Contractor agrees to provide County with a budget for services to be performed under this agreement as a basis for establishing the unit of service rate or cost reimbursement amount in Exhibit D, which shall be incorporated by reference in this agreement.
- c.5. **COST ALLOCATION:** Contractor agrees to allocate administrative, personnel, facility, and other operating costs under this Agreement according to a cost allocation system which has been approved by County's Administrator. Contractor agrees to apply approved cost allocation system to all program components and to permit County to examine all books and accounting records, including, invoices, materials, payroll, or other data for the purpose of monitoring the cost allocation system.
- C.6. **REOPENING OF AGREEMENT:** Contractor may submit a written request to County's Administrator to obtain approval of County to reopen Agreement. If County agrees to reopen Agreement, Contractor may be reimbursed for services provided after the date of County approval to amend the agreement. In no event shall Contractor be reimbursed for services not covered under this Agreement until a written amendment to this Agreement is approved by County. If Contractor provides services not covered by this Agreement **after** County has agreed to reopen, it does so at its own risk and will not be compensated for costs related to those services in the event that a final written amendment to this Agreement is not approved by the Board of Supervisors.
- c.7. **PAYMENT BY CLAIM:** County agrees to pay Contractor on receipt of a properly submitted claim on forms provided by County. Each claim shall be approved by County prior to payment. County may withhold payment of any claim until contract reports are received and approved by county.
- C.8. **METHOD OF PAYMENT**

FEE FOR SERVICE CONTRACTS: If Contractor is paid **from** County on a fee-for-service basis, then County shall compensate Contractor for performing the services listed in Exhibit E. Contractor shall report to County in arrears all costs and units of service provided. All reports shall clearly reflect all required information regarding the services for which claim is made. Each report shall reflect any, and all, payments made to Contractor by, or on behalf of, clients. County shall make payment to Contractor in accordance with the unit of service rates set forth in Exhibit D.

ADVANCE: Fee-for-service Contractors shall be provided the option of electing to receive **from** County an advance payment. Contractor assures that a cash advance is needed each month in order to provide the contracted services. The amount of the advance payment shall be equal to 1/12th of the County's maximum compensation, except for contractors with Drug Medical

income, who may receive 1/12th of 85% of the Federal Drug Medi-Cal portion of the contract as shown in Exhibit D of this Agreement. Payment may be less than the above 1/12th amounts if there is a cash carry-over from the prior month which indicates that the contractor does not need the full advance amount to support the program's cash flow during the month. Contractor may be allowed a carry-over amount **from** month to month, not to exceed the 1/12th monthly allocation, upon County Administrator's approval. Any unused funds exceeding the carry-over base shall be offset against the next month's advance. No single monthly payment shall exceed 1/12th of the Maximum Allocation unless there have been payments of less than 1/12th of such amount for any prior month of the agreement term. To the extent that there have been such lesser payments, the resultant savings may be used to pay monthly billings which exceed 1/12th of the Maximum Allocation. Justification to County's Administrator shall be required for advance in excess of these amounts prior to approval of claim for such excess. The cash advance will not be used to provide working capital for non-County programs, and when possible the advance will be deposited in an interest bearing account, and the interest used to reduce program costs. Advance claims will include contract performance data as prescribed by the County. Contractors with Drug Medical funding or cost reimbursement contracts shall file monthly expenditure reports with each advance request. The expenditure reports must be identical in format as the contract budget or in a format approved by the County's Administrator.

- C.9. **ACCOUNTS RECEIVABLE:** In the event that Contractor or County terminates this Agreement, County shall retain its interest in the accounts receivable which were a result of Contractor conducting business under this Agreement for County. The accounts receivable shall either be assigned to County or shall be used to offset any amounts that may be due to Contractor resulting **from** such termination.
- C. 10. **ANNUAL COST REPORT:** For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide County an annual cost report within sixty (60) days following the close of such fiscal year. Such cost report shall be prepared in accordance with the cost reporting requirements of the State Department of Alcohol and Drug Programs and in accordance with any other written guidelines which may be provided by County. If this Agreement is terminated or canceled prior to the close of the fiscal year, the annual cost report shall be for that Agreement period which ends on the termination or cancellation date and copies of such report shall be submitted within sixty (60) days after such termination or cancellation.
- c.11. **ANNUAL AUDIT:** Contractors expending \$300,000 or more of Federal funds (excluding Drug Medical) in a single year must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions, which requires a single or program-specific audit be conducted annually. A copy of the A- 133 audit shall be submitted to the County no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in Federal funds are exempt **from** A- 133 audit requirements. Only costs of audits performed under Circular A- 133 can be charged to the Federal award.

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

Contractor agrees to pay County the full amount of any liability found to be due County due to audit exceptions of Contractor. County agrees to pay Contractor any additional amounts found to

be owed by County to Contractor as a result of the audit report findings, not to exceed the maximum financial obligation of County under this agreement.

- c.12. **RECORDS, AUDIT, AND INSPECTION THEREOF:** Contractor agrees to maintain accurate books and accounting records kept in accordance with generally accepted accounting principles and use acceptable **fund** accounting methods relative to all its activities under this Agreement. Contractor will permit County to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls or personnel and other data relating to all matters covered by this Agreement. County shall normally provide ten (10) days notice to Contractor prior to examination of Contractor's records but reserves the right to inspect records upon demand. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this paragraph.

MISCELLANEOUS PROVISIONS:

- C. 13. **INCIDENT REPORTING:** Contractor will report all incidents affecting the immediate health, safety and well-being of clients to the County Alcohol and Drug Program Administrator or his/her designee within 24 hours of knowledge of the condition or incident. Reportable incidents include, but are not limited to, deaths; episodes of acute life-threatening illness; serious physical or psychological injuries or risk thereof; and allegations of abuse and/or neglect.
- a. Contractor shall establish policies and procedures for investigation of such incidents and cooperate fully with County Alcohol and Drug Program Administration in any additional investigation it may wish to conduct.
- C. 14. **ATTENDANCE AND REPORTS AT ALCOHOL AND DRUG ABUSE COMMISSION MEETINGS:** Contractor's Executive Director/ Superintendent, or his/her designee, shall attend all duly called meetings of the Santa **Cruz** County Alcohol and Drug Abuse Commission (ADAC) as requested by County's Administrator. Reports to ADAC shall be given as scheduled or a portion of any claim may be withheld.
- C.15. **CONFORMANCE TO REGULATIONS:** Contractor shall perform this Agreement in conformance with all applicable Federal, State, and local rules and regulations including, but not limited to; California Government Code of Regulations - Title IX, California Health and Safety Code - Division 10.5, Drug Program policies as identified in the Drug Program Fiscal Systems Manual (March 1985), ADP's "County Monitoring Manual for Treatment Providers (July 1982) and applicable facility and professional licensure and/or certification laws. Failure to operate in conformance with licensing/certification requirements may result in termination of Agreement.
- C. 16. **INSURANCE:** In addition to insurance provisions in Exhibit B, Contractor (excluding self-insured programs) shall also forward proof of coverage of all policies on **ACORD** form #25 before their expiration date to County Administrator (Alcohol and Drug Program Administrator, P.O. Box 962, Santa **Cruz**, Ca. 95061).
- C. 17. **PERSONNEL POLICIES:** In addition to personnel standards in Exhibit B, Contractor shall have written personnel policies and shall make its personnel policies accessible to employees and to county.
- C. 18. **REAL PROPERTY DISCLOSURES:** If Contractor is renting, leasing or subleasing any real property where persons are to receive services hereunder, Contractor shall prepare and submit to County's Administrator, upon request, an **affidavit** sworn to and executed by Contractor's duly constituted officers containing a detailed description of all existing and pending rental agreements, leases and subleases. The description shall include: the term (duration) of such rental agreement, the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, and the full names and addresses of all parties who stand in position of lessor or sublessor. If the lessor or sublessor is a private corporation, affidavit shall disclose a listing of all

general and limited partners thereof. True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be made available to County upon request.

THE FOLLOWING PROVISIONS FOR TREATMENT PROVIDERS ONLY

- C.19. AIDS PROTOCOL: Contractor shall develop a protocol on Acquired Immune **Deficiency** Syndrome (AIDS) as it relates to the treatment services provided by the agency. The protocol shall address staff training, client information, and treatment environment. The AIDS protocol shall be developed in consultation with the County's Administrator and shall be submitted to the County's Administrator for approval.
- C.20. HIV POSITIVE: Each service modality described in Exhibit E that provides treatment services for intravenous drug abusers shall admit on a priority basis individuals who test positive for HIV and so advise those individuals seeking treatment. HIV status shall be disclosed by individuals only on a voluntary basis.
- C.2 1. OUTREACH: Each treatment service modality described in Exhibit E shall perform outreach activities for the purpose of encouraging individuals in need of drug abuse treatment to obtain such treatment.
- C.22. CLIENT RECORDS: Contractor shall maintain individual client records for each client. Such records shall include identifying data, social and financial data and a record of service provided by various personnel in sufficient detail to make possible evaluation by County's Administrator, or his/her designee, of services rendered. County, at its option, may take custody of Contractor's client records upon termination of services by Contractor. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law.
- C.23. DEFINITION OF CLIENT: For the purposes of this Agreement, a client shall be defined as any individual to whom Contractor provides services for which compensation is sought, in whole or in **part, from** County.
- C.24. CLIENT FEES:
- FEE FOR SERVICE CONTRACT: If Contractor is reimbursed on a fee-for-service basis, then all clients, except those receiving treatment through Drug Medical **funds**, or **CalWORKs** Substance Abuse Treatment (SAT) funds shall be charged a fee by Contractor for services provided hereunder. This fee shall be based upon the client's ability to pay for services, but shall not be in excess of Contractor's negotiated unit costs of providing said services. Contractor shall submit client fee schedule to County's Administrator for approval.
- C.25. CLIENT FEES AND OTHER REVENUE: All fees collected **from**, or on behalf of clients shall be used to reduce the amount payable by County under this Agreement. Revenue in the form of client fees and other revenue collected by Contractor as a result of providing services under this Agreement shall be used by Contractor to support the cost of the total gross program unless specified otherwise in this Agreement. All revenue collected by Contractor under this agreement shall be reported, on a **cash** basis, in Contractor's monthly claim to County, excluding revenue required through fund raising activities or charitable donation.
- C.26 FEES/PAYMENTS FOR SERVICES NOT COVERED BY THIS AGREEMENT: Fees or payments collected **from**, or on behalf of individuals not covered by this Agreement for services provided by Contractor which are the same or similar to services described in Exhibit E of this Agreement, may be used by Contractor to expand, or enhance Contractor's program. Fees **and/or** payments described above shall not reduce the amount of compensation claimed **from** County.

- C.27. DATA SYSTEMS: Contractor shall **fully** participate in the National Drug and Alcohol Treatment Unit Survey (NDATUS), the California Alcohol and Drug Data System (CADDs), the Drug and Alcohol Treatment Access Report (DATAR), and any other data collection systems required by the State Department of Alcohol and Drug Programs (ADP) or other funding sources.
- C.28. CONTRACTOR shall submit an updated assessment of their **Latino** Accessibility Policy and Action Plan and report during the first quarter. The report will also include a list of current **staff** members, their ethnicity and Spanish **language** fluency. During the fourth quarter, CONTRACTOR will report on all Action Plan steps including training, hiring and/or termination/resignation of staff or Board members scheduled to be completed by year end.

EXHIBIT D
FISCAL PROVISIONS

- D.1. MAXIMUM ALLOCATION: Contractor agrees that County's Maximum Allocation under the terms of this Agreement for each mode of service are listed below. The County reserves the right to change the source of funds based on County and State requirements.

BY FUNDING SOURCE

TOTAL	Modality	Other Funds	CalWORKs SAT
\$ 58,744	Prevention	\$ 58,744	
\$ 88,069	Outpatient	\$ 88,069	
\$ 20,000	CalWORKs Outpatient		\$ 20,000
\$182,305	Residential Hermanas	\$182,305	
\$161,732	CalWORKs Residential		\$161,732
\$ 10,340	Perinatal Outpatient	\$ 10,340	
\$521,190	TOTAL	\$339,458	\$181,732

- D.2. FEE FOR SERVICE CONTRACTS UNIT OF SERVICE RATES: County agrees to compensate Contractor at the unit of service rates set forth below. Settlement will be done at the end of the contract with the Cost Report. Contractors may request a change in the below rates, by a written request to the County Administrator. County Administrator may approve rate changes of 10% or less. Rate changes above 10% will require a contract amendment.

UNIT	RATE	S.E.R.V I C E
Staff Hour - d & e	38.69	Primary Prevention
Staff Hour - a & c	45.06	Outpatient Counseling & CalWORKs Outpatient
Staff Hour - a	37.12	Perinatal Individual & Group Counseling
Bed Day	86.34	Residential Treatment
Bed Day - a	104.26	CalWORKs Residential

- D.3. DEFINITIONS: Definition of above units of service shall be as follows:

STAFF HOUR: Those hours that a direct service staff person is on the job and available to provide services. A direct service staff person is defined as a **staff** person who spends time providing services directly to program clients. Administrative, clerical and other support services may not be billed as staff hours. Staff time used for vacations, holidays, sick leave and other leave may not be billed to County. Volunteer and unpaid intern time may not be billed to County. Time to be billed in 15 minute increments of direct staff time. Staff Hours are claimed for the following modes of service:

- a. **Outpatient Services:** Staff Hours may include individual counseling and group therapy of a minimum of 3 and not more than 15 unrelated individuals, intake, assessment, case management and **aftercare**.
- b. **CalWORKs: Staff Hours** may be claimed for assessment, treatment, case management, referral and **aftercare** services that are authorized and approved by the HRA CalWORKs Employment and Training staff. A copy of the CADDs form for each new client enrolled during the report month will be submitted with each monthly claim. Alcohol or drug (AOD) services are to be employment focused, and in accordance with CalWORKs Welfare-to-Work plans and/or participation agreements. As authorized and approved by HRA, CalWORKs funds may also be claimed for participation in CalWORKs multi-disciplinary team meetings; for outreach and education activities related to informing and encouraging CalWORKs recipients to enter into alcohol and drug treatment services; for start-up activities approved by the County Alcohol and Drug Program Administrator; and for participation as requested in multi-disciplinary team meetings. Contractor shall establish procedures for screening all clients at intake regarding their status as a CalWORKs recipient and refer CalWORKs

recipients who were not initially referred by the Human Resources Agency (HRA) back to HRA for inclusion of alcohol and **drug** treatment into their **CalWORKs** activity agreement and/or **CalWORKs** Welfare-to-Work plan. If access to service for clients referred under **CalWORKs** cannot be provided within seven days of the receipt of the HRA referral, Contractor shall inform HRA and the Health Services Agency (HSA) Alcohol and Drug Program, and work in cooperation with HRA and HSA to address access issues. Contractor will coordinate with HRA and HSA to develop participant tracking and monitoring systems, as needed, by the **CalWORKs** program. Contractor will also work with HRA and HSA to develop protocols for protecting client confidentiality and exchanging necessary and appropriate information as required for reporting purposes.

- c. Prevention Services: Those hours that a direct service staffperson is on the job and available to provide prevention services. Time is billed in 15 minute increments of direct work time.

BED DAY: A day in which one (1) treatment bed is utilized to provide 24 hour inpatient care. In the case of **CalWORKs** clients, a “treatment bed” includes provisions for beds for and care of both the client and their accompanying children. The bed must be licensed and funded. The facility, staffing and other conditions necessary to provide the treatment services to a client occupying that bed must be available. Billable day shall include the day of admission, but not the day of discharge.

- a. CalWORKs BED DAY: **CalWORKs** bed days may be claimed for alcohol and drug residential services that are employment focused, and in accordance with **CalWORKs** Welfare to Work plans and/or participations agreements. **CalWORKs** bed days may be claimed for assessment, treatment, case management, referral and **aftercare** services that are authorized and approved by the HRA **CalWORKs** Employment and Training staff. As authorized and approved by HRA, **CalWORKs** funds may also be claimed for participation in **CalWORKs** multi-disciplinary team meetings; for outreach and education activities related to informing and encouraging **CalWORKs** recipients to enter into alcohol and drug treatment services; for start-up activities approved by the County Alcohol and **Drug** Program Administrator; and for participation as requested in multi-disciplinary team meetings. Contractor shall establish procedures for screening all clients at intake regarding their status as a **CalWORKs** recipient and refer **CalWORKs** recipients who were not initially referred by the Human Resources Agency (HRA) back to HRA for inclusion of alcohol and **drug** treatment into their **CalWORKs** activity agreement and/or **CalWORKs** Welfare-to-Work plan. If access to service for clients referred under **CalWORKs** cannot be provided within seven days of the receipt of the HRA referral, Contractor shall inform HRA and the Health Services Agency (HSA) Alcohol and Drug Program, and work in cooperation with I-IRA and HSA to address access issues. Contractor will coordinate with HRA and HSA to develop participant tracking and monitoring systems, as needed, by the **CalWORKs** program. Contractor will also work with I-IRA and HSA to develop protocols for protecting client confidentiality and exchanging necessary and appropriate information as required for reporting purposes.

D.4. ADVANCE BASE: Advances for NNA, **CalWORKs**, and Drug Medical services shall be made on a base of \$521,190. Advance Base does not include 15% of Federal Medical funds if applicable as outlined in the Fiscal Provisions at Exhibit C.8. Settlement of final NNA and Drug Medical contract payments will be based on the **final** Cost Report.

D.5. INCREASE IN MAXIMUM ALLOCATION FOR MODE OF SERVICE: Funds may not be shifted between modalities, e.g., Outpatient and Residential, without written approval by County Administrator. Shifts can be requested to the extent that there are funds available as a result of reduced billings for another mode of service or other modes of services hereunder. Such **shifting** of **funds** shall be on a dollar for dollar basis and as the Maximum Allocation for provision of a particular mode of service is augmented, there shall be a corresponding reduction in the Maximum Allocation for another mode of service or modes of services.

EXHIBIT E- 1
DESCRIPTION OF SERVICES

Contractor: FENIX Services, Inc.
 Component: Primary Prevention Provider #: 44-0001
 Modality: Community-based Prevention
 Primary Target Groups Treated: Men, Women, Youth; **Latinos**

Budget and Unit of Service (UOS) Data

	98-99 Past Year Actual	99-00 Current Year Estimated	00-01 New Budget Year Estimated
Gross Program Cost	\$98,223	\$411,122	\$426,715
County Funding	\$48,155	\$49,600	\$58,744
Number of clients funded by County	360	912	951

PRIMARY PROBLEMS TREATED

Fenix Services provides primary prevention, education, outreach and intervention services targeted to low income-monolingual Spanish speaking farm workers, their families in South Santa Cruz County. This is accomplished through outreach and home visits, school and community presentations, life skills workshops including alcohol and drug educational groups, computer skills, career development/orientation, and job training career workshops, parent education groups, media coverage and public service announcements about existing and emerging **drug** problems and interaction with other human services agencies.

PROGRAM GOALS AND OBJECTIVES: Fenix Services will provide a total of 1,5 18 staff hours of primary prevention services as described in Goals I through V below.

GOAL I. To increase knowledge and raise awareness about the effects of alcohol and drugs, the symptoms of alcohol and drug use, progression of alcoholism and drug addiction, consequences to society of alcohol and drug abuse, and roles that individuals and organizations can play in preventing alcohol and drug abuse. Of the 1,5 18 hours of primary prevention, 80 staffhours will support this goal as follows:

OBJECTIVE A. To provide 80 **staff** hours to prepare and provide 40 presentations to at least 500 persons in Santa Cruz **County** at migrant camps, worksites, civic groups, churches, social services agencies, and school classrooms (80 **staff** hours).

A.1. Of the 40 presentations, to participate in at least two collaborative Together for **Youth/Unidos Para** Nuestros Jovenes (TFY/UPNJ) prevention activities.

GOAL II. To reduce the likelihood of alcohol and **drug** use through building skills of youth, parents, teachers, families, and concerned persons with activities such as training parents in parenting skills and how to talk to their children about alcohol and drugs; training teachers and school administrators in implementation of alcohol and drug prevention classroom curriculum; mentoring of youth, teaching youth communication, **conflict** resolution and drug refusal skills; and **training** youth and community members on leadership skills. Of the 1,5 18 hours of primary prevention, 556 staff hours will support this goal as follows:

OBJECTIVE A. To provide five 6-week, 2-hour parent education classes once a week to include parenting skills, availability of services and communication skills to 40 parents (196 staffhours).

OBJECTIVE B. To provide two 12-week training sessions to 20 teachers and school administrators in implementation of alcohol and drug abuse prevention classroom curriculum at Watsonville High School, and E. A. Hall, Lakeview, Rolling Hills and Pajaro Middle Schools (360 staff hours).

GOAL III. To increase involvement by youth and adults in alcohol and drug-free social, recreational and cultural activities that weave education about alcohol and drugs, skill development such as leadership training and communication skills, and expanding community awareness about alcohol and drug issues, into the process of working with youth and adults to plan and implement alcohol and drug-free social, recreational, cultural, and community service events. Events typically involve substantial outside **fundraising** to reduce **County** costs and promote independence and leadership skill development among participants. Of the 1,518 hours of primary prevention, 470 staff hours will support this goal as follows:

OBJECTIVE A. To provide 50 preliminary intakes to Pajarito and Fenix Teens participants (160 **staff** hours).

OBJECTIVE B. To provide twelve field trips that include educational and recreational activities designed to increase the knowledge and awareness of the Pajaritos and Fenix Teen program participants (96 hours).

OBJECTIVE C. To conduct 40 home visits to 20 parents referred through the Pajaritos and Fenix Teens after school program and other referrals to educate parents about AOD warning signs and where to get help (120 staff hours).

OBJECTIVE D. To conduct 20 Family Assessments to 20 parents involved in either the Pajaritos or Fenix Teens afterschool programs (50 staffhours).

OBJECTIVE E. To conduct 7 Family Strengthening Activities to include movie nights, **potlucks** and other family oriented activities (44 staff hours).

GOAL IV. To assist youth who are currently using alcohol and drugs by identifying their alcohol and drug problems, intervening to motivate them to seek help, and referring them to treatment or other appropriate services. These may include between one and four individual and/or family counseling sessions, or short-term adolescent group counseling to address issues related to denial and motivation. Of the 1,518 hours of primary prevention, 245 staff hours will support this goal as follows:

OBJECTIVE A. To provide counseling at Watsonville High School for at least 30 youth involved in the Healthy Start Program. Assess and provide individual counseling sessions to youth ages 13 to 18 years age (164 staffhours).

OBJECTIVE B. To provide support groups for at least 50 youth that are using heroin or who are trying to become sober. Assess, provide individual counseling, group counseling, and support groups (81 staff hours).

GOAL V. (APPLIES TO ALL E EXHIBITS) To promote **staff** development and competency by providing training to staff. Of the 1,518 staff hours, 167 will support this goal as follows:

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

drug treatment and prevention training topics, the Training Plan must include the following:

- a. Safety and Infectious Disease policy issues
- b. HIV/AIDS prevention, treatment, confidentiality, and referrals;
- c. Admission priority and waiting lists requirements, TB testing and services, and interim services for injection drug users;
- d. ADA requirements and agency plan
- e. Programmatic issues related to the diverse aspects of the population (e.g., culture, acculturation and assimilation, cultural competency and **Latino** accessibility, dual diagnosis, and other population characteristics).

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

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

- a. The date, title and topic of the training
- b. The length of the training
- c. The name and title of each staff attending the training.

GOAL VI. (APPLIES TO ALL E EXHIBITS) To ensure accessibility to individuals with disabilities into county **funded** programs and to meet the Americans With Disabilities Act (ADA) requirements, and **County** and ADP reporting and action requirements.

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

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

GOAL VII. (APPLIES TO ALL E EXHIBITS) To evaluate program effectiveness.

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

GOAL VIII. (APPLIES TO ALL OUTPATIENT AND RESIDENTIAL E EXHIBITS) To promote accessibility for dual diagnosis clients into the agency's residential and outpatient treatment modalities.

OBJECTIVE A. Review and revise prior year Action Plan and submit with the First Quarter Report.

OBJECTIVE B. Designate a lead staff person to assist the County in planning staff training activities and implementing these activities, as per the current year plan. Report the name of the staff person in the First Quarter Report.

EXHIBIT E-2
DESCRIPTION OF SERVICES

Contractor: FENIX Services, Inc.
 Component: Outpatient Program
 Modality: Outpatient Alcohol and Drug Treatment
 Primary Target Groups Treated: Men, Women and Youth; Latinos

Provider #: 44-0001

Budget and Unit of Service (UOS) Data

	98-99 Past Year Actual	99-00 Current Year Estimated	00-01 New Budget Year Estimated
Gross Program Cost	\$161,939	\$133,076	\$116,627
County Funding	\$52,740	\$53,795	\$88,069
Number of clients funded by County	136	129	135

PRIMARY PROBLEMS TREATED

The Fenix Outpatient Program provides comprehensive outpatient counseling services for residents of South Santa Cruz County who have a primary alcohol or drug abuse problem and to family members of individuals with an alcohol or drug problem. Program emphasis is on the **Latino** population taking into consideration the cultural diversity, language, and socio-economic factors that impact this population.

PROGRAM GOALS AND OBJECTIVES

GOAL I. To provide comprehensive outpatient services including preliminary screenings, intake assessments, individual and group counseling, case conferences, and **aftercare** services to adults, adolescents, and family members experiencing problems with drugs and alcoholism, with specific emphasis on the **Latino** population of South Santa **Cruz** County.

OBJECTIVE A. OUTPATIENT COUNSELING. Fenix will provide a total of 2,687 Outpatient Counseling staff hours to 70 men, women and/or youth.

A.1. Fenix will encourage clients to participate financially in their own recovery by charging for outpatient services according to each individual's ability to pay, in order to extend the units of service which may be provided by public funding. No client will be turned away because of inability to pay.

A.2. Of the 70 clients, Fenix will provide Outpatient Services to the following hard to reach populations:

a. Alcohol and drug abusing Latinos, youth and family members.

OBJECTIVE B. INDIVIDUAL COUNSELING. Of the 2,687 staff hours for Outpatient Services, Fenix will provide 1,155 staff hours for Individual Counseling to 70 unduplicated clients.

B.1. Of the 1,155 hours, at least 693 staff hours will be for face-to-face Individual Counseling client services. Face-to-face client service **staff** hours will not equal available staff hours because of staff time for charting, no-shows and session planning.

OBJECTIVE C. GROUP COUNSELING. Of the 2,687 **staff** hours for Outpatient Services, Fenix

-

will provide 1,532 **staff hours** for Group Counseling to 40 unduplicated clients.

- c.1. **Of the** 1,532 hours, at least 919 staffhours will be devoted to face-to-face client services to 45 unduplicated clients. Face-to-face client service **staff hours** will not equal available staff hours because of staff time for charting, no-shows and session planning.

EXHIBIT E-3
DESCRIPTION OF SERVICES

Contractor: FENIX Services, Inc.
 Component: Outpatient Services
 Modality: CalWORKs Individual and Group Counseling
 Primary Target Groups Treated: Latinos, Women, and Parents

Provider #: 44-000 I

Budget and Unit of Service (UOS) Data

	98-99 Past Year Actual	99-00 Current Year Estimated	00-01 New Budget Year Estimated
Gross Program Cost		\$15,000	\$20,000
CalWORKs Funding		\$15,000	\$20,000
Number of clients funded by County		16	18

PRIMARY PROBLEMS TREATED

Fenix provides comprehensive intake/assessment and outpatient treatment services in Watsonville, primarily to Latinos. Outpatient services are designed to address barriers to employment which CalWORKs clients will confront. Employment goals will be integrated into all treatment plans.

PROGRAM GOALS AND OBJECTIVES

GOAL I. To provide accelerated intake/assessment and outpatient treatment to overcome employment barriers to CalWORKs clients.

OBJECTIVE A. OUTPATIENT COUNSELING. Fenix will provide a total of 444 Outpatient Counseling staffhours to 18 Latinos, Women and Parents referred by CalWORKs.

OBJECTIVE B. INDIVIDUAL COUNSELING. Of the 444 staff hours for Outpatient Services, Fenix will provide 228 staff hours for CalWORKs Individual Counseling to 18 unduplicated clients.

B.1. Of the 228 hours, at least 136 staffhours will be for Individual counseling face-to-face client services. Face-to-face client service staff hours will not equal available staff hours because of staff time for charting, no-shows and session planning.

OBJECTIVE C. GROUP COUNSELING. Of the 444 staff hours for Outpatient Services, Fenix will provide 2 16 staff hours for CalWORKs Group Counseling to 9 unduplicated clients.

c.1. Of the 2 16 hours, at least 130 staff hours will be devoted to face-to-face client services. Face-to-face client service staff hours will not equal available staff hours because of staff time for charting, no-shows and session planning.

EXHIBIT E-4
DESCRIPTION OF SERVICES

Contractor: FENIX Services, Inc.
 Component: Outpatient Services
 Modality: Perinatal Individual and Group Counseling
 Provider #: 44-000 1
 Primary **Target** Groups Treated: Pregnant and parenting women; **Latinas; Injection drug using women.**

Budget and Unit of Service (UOS) Data

	98-99 Past Year Actual	99-00 Current Year Estimated	00-01 New Budget Year Estimated
Gross Program Cost	\$13,136	\$11,625	\$11,250
County Funding	\$13,136	\$11,625	\$10,340
Number of clients funded by County	19	15	7

PRIMARY PROBLEMS TREATED

Fenix Outpatient Perinatal Program provides comprehensive services to women and their **children**, with a priority to pregnant substance abusing women, pregnant injection **drug** using women, and parenting substance using women who have an identified impairment in their ability to care for a child. (Parenting includes: a woman with a dependent child ages birth through 17; a woman who is attempting to regain legal custody of a child; and a woman who voluntarily left a child with a caretaker and is attempting to reassume parenting responsibilities.) The service includes preliminary intake screening and referral, individual and group counseling, case management, childcare, transportation and insuring clients receive medical care and pediatric medical care. Special emphasis is given to **Latina** residents of South Santa **Cruz County**.

PROGRAM GOALS AND OBJECTIVES

GOAL I. To provide Perinatal Outpatient treatment services meeting Federal and California Perinatal program standards for admission and services to include childcare, transportation, case management services, increase awareness and access to support services, provide referrals to medical clinics, and ensure interim services prior to admission.

OBJECTIVE A. OUTPATIENT COUNSELING. Fenix will provide 279 Perinatal Outpatient Counseling staff hours to 7 primarily substance abusing **Latinas** and their children.

- A.1. Fenix will encourage clients to participate financially in their own recovery by charging for outpatient services according to each individual's ability to pay, in order to extend the units of service which may be provided by public funding. No client will be turned away because of inability to pay.
- A.2. Of the 7 clients, Fenix will provide Perinatal Outpatient Services to the following hard to reach populations:
 - a. Pregnant substance abusing clients.
 - b. Pregnant injection drug using clients'
 - c. Parents.
 - d. Substance abusing **Latinas** who have an identified impairment in their ability to care for a child.

OBJECTIVE B. INDIVIDUAL COUNSELING. Of the 279 **staff hours** for Perinatal Outpatient Services, Fenix will provide 129 **staff hours** for Individual Counseling to 7 unduplicated clients.

B. 1. Of the 129 hours, at least 77 staff hours will be for Individual counseling face-to-face client services. Face-to-face client service staffhours will not equal available staffhours because of **staff** time for charting, no-shows and session planning.

OBJECTIVE C. GROUP COUNSELING. Of the 279 staff hours for Perinatal Outpatient Services, Fenix will provide 150 **staff** hours for Group Counseling to 7 unduplicated clients.

c.1. Of the 150 hours, at least 90 staff hours will be devoted to face-to-face client services to 7 unduplicated clients. Face-to-face client service staff hours will not equal available staff hours because of staff time for charting, no-shows and session planning.

EXHIBIT E-5
DESCRIPTION OF SERVICES

Contractor: FENIX Services, Inc.
Component: Residential Services
Modality: Hermanas Residential

Provider #: 44-007

Primary Target Groups Treated: Women, Latinas

Budget and Unit of Service (UOS) Data

	98-99 Past Year Actual	99-00 Current Year Estimated	00-01 New Budget Year Estimated
Gross Program Cost	\$232,998	\$250,688	\$241,730
County Funding	\$205,498	\$209,608	\$182,305
Number of clients funded by County	34	40	40

PRIMARY PROBLEMS TREATED

Hermanas Residential Program is a community-based residential treatment program consisting of a social model, peer oriented recovery home for **Latina** alcoholics. The 90 to 120 day residential program includes individual counseling, group work, aftercare and outreach services. Program emphasis is on the **Latina** population taking into consideration the cultural diversity, language, and socio-economic factors that impact this population.

GOAL I: To provide comprehensive community-based residential treatment and rehabilitation services to 40 **Latina** alcohol and drug abusers.

OBJECTIVE A. **RESIDENTIAL TREATMENT.** Fenix will provide residential treatment with an average length of treatment of **from** 90 to 120 days to **adult Latinas**, at **Hermanas** Recovery Home.

A.1. **Hermanas** Recovery Home will provide the following:

- a. A total of 7 facility beds with an average 85% occupancy rate.
- b. 2,172 bed days per year to 40 adult **Latinas**.

A.2. To extend the units of service that are provided from public funding Fenix will encourage clients to participate financially in their own recovery by charging for residential services according to each individual's ability to pay. **No client** will be turned away because of inability to pay.

A.3. Of the 40 clients, Fenix will provide Residential services to the following hard to reach populations:

- a. Adult **Latinas**

OBJECTIVE B. To provide promote additional recovery activities, including relapse prevention follow-up contacts with graduates of Hermanas, bi-weekly Family Strengthening Groups, home visits to prospective clients and/or their families, and Life skills workshops.

EXHIBIT E-6
DESCRIPTION OF SERVICES

Contractor: FENIX Services, Inc.
 Component: Residential Services
 Modality: CalWORKs Residential
 Primary Target Groups Treated: CalWORKs referred Latinas with Children
 Provider #: 44-000 1

Budget and Unit of Service (UOS) Data

	98-99 Past Year Actual	99-00 Current Year Estimated	00-01 New Budget Year Estimated
Gross Program Cost	\$42,982	\$44,000	\$161,732
CalWORKs Funding	\$34,000	\$44,000	\$161,732
Number of clients funded by County	6	6	14

PRIMARY PROBLEMS TREATED

Hermanas Residential Program is a community-based residential treatment program consisting of a social model, peer oriented recovery home for **Latina** alcoholics. The 90 to 120 day residential program includes individual counseling, group work, aftercare and outreach services designed to address issues that create barriers to clients returning to work. Program emphasis is on the **Latina** population, taking into consideration the cultural diversity, language, and socio-economic factors that impact this population. The program will provide support to **CalWORKs** clients with children so that families can remain together while the custodial parent is participating in the program.

GOAL I: To provide residential treatment services to **CalWORKs** women and their children. Support services will address barriers to employment confronted by **CalWORKs** clients with children, so that families can remain together while the custodial parent is participating in the program.

OBJECTIVE A. RESIDENTIAL TREATMENT. Fenix will provide residential treatment with an average length of 90 to 120 days to **CalWORKs** referred adult **Latinas** with children, at **Hermanas** Recovery Home.

A.1. Fenix **Hermanas** Recovery Home will provide the following:

- a. A total of 5.0 facility beds with an average 85% occupancy rate.
- b. 1,551 bed days of **CalWORKs** Residential treatment per year to 14 **CalWORKs** referred adult **Latinas** with children.
- d. Weekly sessions to mothers in areas involving child development, parenting, employment and related living issues.

OBJECTIVE B. To provide promote additional recovery activities, including relapse prevention follow-up contacts with graduates of Hermanas, bi-weekly Family Strengthening Groups, home visits to prospective clients and/or their families, and Life skills workshops.

EXHIBIT F-1

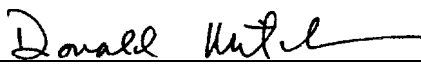
ASSURANCE OF NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES
RECEIVING STATE FINANCIAL ASSISTANCE

Fenix Services, Inc., (hereinafter called the "Recipient") agrees that it will comply with Article 9.5 (commencing with Section 1135) of the Government Code and the regulations adopted or actions taken by the State Department of Alcohol and Drug Programs to implement such Article to the end that no person in the State of California shall, on the basis of ethnic group identification, religion, age, gender, color, or disability, be unlawfully denied the benefits of, or be unlawfully subjected to discrimination under any program receiving State financial assistance.

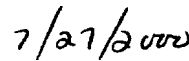
Recipient shall ensure that each of its employees are aware of the rights of ultimate beneficiaries and the responsibilities of recipients under Article 9.5, and make available to ultimate beneficiaries and other interested persons information regarding the provisions of Article 9.5 and implementing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

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

FENIX SERVICES, INC.
10 Alexander Street
Watsonville, CA 95076



(Authorized Official)



(Date)

EXHIBIT F-2

ASSURANCES REGARDING THE NO UNLAWFUL USE OF DRUGS OR ALCOHOL

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

- 1. He or she understands the requirements of Section 11999.2 which states:
(a) Notwithstanding any other provision of law, commencing July 1, 1990, no state funds shall be encumbered by a state agency for allocation to any entity, whether public or private, for a drug- or alcohol-related program...
(b) All aspects of a drug- or alcohol-related program shall be consistent with the "no unlawful use" message...
(c) The "no unlawful use" of drugs and alcohol message contained in drug- or alcohol-related programs shall apply to the use of drugs and alcohol prohibited by law.
(d) This section does not apply to any programs funded by the state that provides education and prevention outreach to intravenous drug users with AIDS or AIDS-related conditions...
2. He or she has reviewed those aspects of the program to which Section 11999.2 applies, and
3. Those aspects of the program to which Section 11999.2 applies meet the requirements of Section 11999.2.

Printed Name* _____

Donald Mital - Administrative Analyst 7/27/2000
Original Signature* Title Date

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