



County of Santa Cruz

0073

PROBATION DEPARTMENT

P.O. BOX 1812, SANTA CRUZ, CA 95061-1812

(831) 454-2150 FAX: (831) 454-3035

JOHN P. RHOADS
CHIEF PROBATION OFFICER

October 17, 2000

Agenda: October 24, 2000

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

Approve Agreement Between Santa Cruz County Probation Department and Community Options for Court Referral Program

Dear Board Members:

The FY 2000-01 final budget for the Probation Department includes funds in the amount of \$134,853 for the Community Options - Court Referral Program. This program provides work site placement services for individuals given court-ordered community services sentencing in lieu of incarceration or assessment of fines. In previous years, County General funds for this program were included in the Human Resources Agency (HRA) budget. Responsibility for this program was transferred to the Probation Department during budget hearings this year.



During preliminary budget negotiations, Community Options requested augmentation in the amount of \$34,000 to avoid curtailment of services in the South County area. Probation program and fiscal staff have reviewed the proposed budget request and recommend approval of the increased funding level for the current fiscal year. Sufficient funds are available in the Probation Index and no additional County funds are required for this action.

The attached proposed agreement includes funds previously approved by your Board, as well as the requested increase for the current year and reflects the transfer of responsibility for this agreement from HRA to Probation.

IT IS THEREFORE RECOMMENDED that your Board:

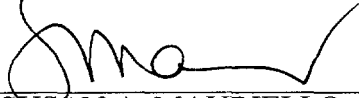
1. Approve the attached ADM-29, Request for Approval of Agreement, for the Community Options Court Referral Program, increasing the maximum amount payable from \$134,853 to \$168,853 for the period July 1, 2000 through June 30, 2001; and
2. Authorize the Chief Probation Officer to sign the agreement on behalf of the County.

Sincerely,


JOHN P. RHOADS
Chief Probation Officer 

Board of Supervisors Agenda: October 24, 2000
Community Options Court Referral Program
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RECOMMENDED:

A handwritten signature in black ink, appearing to read 'Sma', written over a horizontal line.

SUSAN A. MAURIELLO
County Administrative Officer

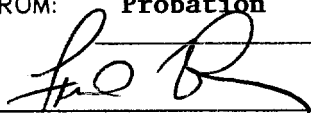
cc: County Administrative Office
Auditor-Controller
County Counsel
Probation Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0075

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

FROM: Probation

 (Signature) 10-12-00 (Date)

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

Santa Cruz County Probation Dept.

1. Said agreement is between the _____ (Agency)

and Community Options 501 Cedar St. Suite A, Santa Cruz CA 95060 (Name & Address)

2. The agreement will provide court referral program to provide work site placement for individuals
given court-ordered community services in lieu of incarceration or paying a fine.

3. The agreement is needed to process payments for FY 2000-01

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

5. Anticipated cost is \$ 168,853 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: _____

7. Appropriations are budgeted in 574000 (Probation) (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 090873 CO 00873 Date 10/12/00

GARY A. KNUTSON, Auditor - Controller


By Ronald J. Simon Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Chief Probation Officer to execute the same on behalf of the Santa Cruz County

Probation Dept. (Agency).

Remarks: _____
By  Date 10/16/00

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - 
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

AGREEMENT between the COUNTY OF SANTA CRUZ

County Dept/Agency: PROBATION DEPARTMENT

Contract # C90873

Hereinafter called COUNTY and:

Community Options
50 1 Cedar Street, Suite A
Santa Cruz, CA 95060

Telephone: (831) 423-4592

Hereinafter called CONTRACTOR for: Community Options Court Referral Program

WHEREAS COUNTY has need of comprehensive community based provision of a court referral program to provide work site placement and coordination for individuals given court-ordered community services in lieu of incarceration or paying a fine, 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	Standard County/Agency Provisions
C	Probation Dept. Fiscal Provisions
D	Contractors Fiscal Provisions
E	Description of Services

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

<p>CONTRACTOR:</p> <p><u>Mary Grace</u> (Signature)</p> <p><u>Executive Director</u> (Title)</p>	<p>COUNTY:</p> <p>_____ (Signature)</p> <p>_____ (Title)</p>
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Approved as to form:
Kim E. Baskett 10-17-00
County Counsel

Approved as to Insurance:
Janet McKinley 10-17-2000
Risk Management Division Chief

Index	# 574000
Subobject	# 3665
Contract	# C90873
Amount	\$ 168,853

(Reserved for Clerk of Board)

(DISTRIBUTION)
County Administrative Officer
County Counsel
Auditor Controller
Probation
Contractor

EXHIBIT A
INDIVIDUAL CONTRACTOR INFORMATION

A.1. ADMINISTRATION: County's Chief Probation Officer, hereinafter called County's 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 Hundred Sixty Eight Thousand, Eight Hundred Fifty Three and No/100 dollars (\$168,853.00)

for services performed during the term of this Agreement. In no event shall County obligation of 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:

County's Administrator at:

County of Santa Cruz
Probation Department
Post Office Box 18 12
Santa Cruz CA 9506 1

Contractor at:

Community Options
50 1 Cedar Street, Suite A
Santa Cruz, CA 95060

COUNTY OF SANTA CRUZ

EXHIBIT B
STANDARD COUNTY/AGENCY PROVISIONS

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

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

- B.2. **CONTRACTOR'S EMPLOYEES AND EQUIPMENT.** CONTRACTOR agrees that it has secured or will secure at its own expense all persons, employees and equipment unless otherwise specified, that are required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under CONTRACTOR'S supervision, by persons authorized by law to perform such services. If any arrangement is made whereby employees of COUNTY are used by CONTRACTOR, they shall, while engaged in such work be considered for all purposes, as employees, servants, or agents of the CONTRACTOR and not of COUNTY, irrespective of party paying them.

- 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 CONTRACTOR'S performance under the terms of this Agreement, 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 CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (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 CONTRACTOR'S relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. CONTRACTOR has legal responsibility for performance of all contract terms including those subcontracted.
- B.S. **POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement 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 Agreement 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 Agreement 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 COUNN 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.

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- (3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement 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. COUNTY will develop format for the content of such reports 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. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa **Cruz** County Board of Supervisors has provided funding to the CONTRACTOR

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

B.2 1. TRAVELING EXPENSES, FOOD AND LODGING.

- a. CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed those applicable to regular COUNTY employees. No travel outside of the State of **California** shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.
- b. Private mileage reimbursement, if paid based upon miles driven, to CONTRACTORS employees when incurred in performance of duties under this Agreement shall be payable at a rate not to exceed COUNTY rates payable to COUNTY employees.

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 that 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. COUNTY or the CONTRACTOR with thirty (30) days written notice may terminate this Agreement without cause.
- 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.
- 8.28. 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 ~~T~~ault 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.
- (I) 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 ~~p~~roperty damage, (d) contractual liability, and (e) cross-liability.
- (d) Professional Liability Insurance in the minimum amount of \$1 ,000,000 combined single limit.
- (e) Contractor agrees to carry and maintain during the entire term of this Agreement fire and extended coverage including theft insurance to adequately cover value of County's inventorable items in the possession of Contractor. Insurance policy must name County as the loss payee.

(2) Other Insurance Provisions:

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

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

"This insurance shall not be canceled until **after** thirty (30) days prior written notice has been given to: Administrative Services Manager, Probation Department, P.O. Box 1812, 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: Administrative Services Manager,, Probation Department, P.O. Box 1812, Santa **Cruz**, CA 95061.

B.34. SAFETY AND INFECTION CONTROL.

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- 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 that 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 PROBATION DEPARTMENT PROGRAM
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 County approves a written amendment to this Agreement. 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. County shall approve each claim 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.
- 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. IO. ANNUAL AUDIT: Contractors expending \$300,000 or more of Federal funds 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 may be required by the County to have an audit, and will be notified in writing by the County Administrator 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 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. 11. 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. 12. INCIDENT REPORTING: Contractor will report all incidents affecting the immediate health, safety and well-being of clients to the County 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 Administrator in any additional investigation it may wish to conduct.
- C. 13. CONFORMANCE TO REGULATIONS: Contractor shall perform this Agreement in conformance with all applicable Federal, State, and local rules and regulations, 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. 14. 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 (Chief Probation Officer, P.O. Box 18 12, Santa Cruz, CA 9506 1).

- C. 15. 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. 16. 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.
- C. 17. 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. 18. 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. 19. CLIENT FEES AND OTHER REVENUE: 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.20 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.

EXHIBIT D
FISCAL PROVISIONS

D.1. MAXIMUM ALLOCATION: CONTRACTOR agrees that COUNTY'S maximum allocation under the terms of this Agreement is listed below. The County reserves the right to change the source of funds based on County and State requirements.

BY FUNDING SOURCE

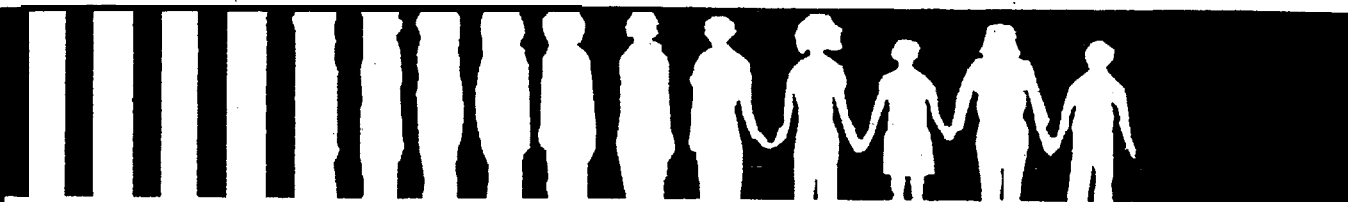
TOTAL	Program	County General Funds	Other
\$ 168,853	Court Referral Program	\$168,853	\$ 0
\$168,853	TOTAL	\$168,853	\$0

EXHIBIT E-1
DESCRIPTION OF SERVICES

Contractor: Community Options
Program: Court Referral Program

Comprehensive community-based provision of a court referral program, to provide work site placement and coordination for individuals given the court-ordered alternative sentencing option of community service work **in lieu** of incarceration or paying a fine.

See attached **funding** application.



PLEASE NOTE: THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via U.S. Postal Service.

Thank you.

FAX COVER SHEET --- COMMUNITY OPTIONS/COURT REFERRAL PROGRAM
501 CEDAR ST., STE.A, SANTA CRUZ, CA 95060

DATE 7/25/00

PAGE 1 **OF**

TO: County of Santa Cruz Probation Dept.

FAX NO.: 454-3035

ATTN: Fred Nohr, Administrative Services Manager

SENDER PHONE: 831/423-4592

MESSAGE: Fred:
 Here is the corrected Community Options Budget Proposal 2000/01.

Thanks,
 Mary

168,853
 134,853
34,000 increase requested

FROM: COMMUNITY OPTIONS/COURT REFERRAL PROGRAM

FAX NO.: 831/423-6108

SENDER NAME: Mary C. Grace

21

Community Options Budget 2000/01			
	County	CommOp Fees	T O T A L
REVENUE			-
County of Santa Cruz	\$168,853		\$168,853
Fees Santa Cruz		\$26,667	\$26,667
Fees Watsonville		\$13,333	\$13,333
Interest		\$50	\$50
Total Revenue	\$168,853	\$40,050	\$208,903
EXPENSE			
Personnel			
Salaries	\$122,458	\$16,524	\$138,982
Payroll Taxes	\$9,797	\$2,703	\$12,500
Health Pension	\$6,000	\$6,329	\$12,329
Total Personnel	\$138,255	\$25,556	\$163,811
Supplies & Services			
Rent Santa Cruz	\$12,050	\$3,875	\$15,925
Rent Watsonville	\$3,450		\$3,450
Telephone	\$4,100	\$1,534	\$5,634
Utilities		\$1,700	\$1,700
Equip Maint		\$500	\$500
Office Supplies	\$2,500	\$1,500	\$4,000
Training		\$728	\$728
Travel/Mileage		\$1,882	\$1,882
Books/Audits	\$4,599	\$151	\$4,750
Insurance Bond	\$3,899		\$3,899
Postage		\$350	\$350
Printing copies			
Advertising			
Public Relations		\$125	\$125
Dues/Subscriptions		\$500	\$500
Fees/Taxes/Licenses		\$700	\$700
Bank Charges		\$20	\$20
Finance Charges		\$929	\$929
Total Supplies/Services	\$30,598	\$14,494	\$45,092
Total ALL EXPENSE	\$168,853	\$40,050	\$208,903

County Portion of Salaries 2000/01

	# hours	# weeks	hourly rate	annual total
Executive Director	32	52	22.86	\$38,039
Bilingual/Bicultural Casemgr	32	52	13.65	\$23,046
Bilingual/Bicultural Casemgr	32	52	- 13.05	\$23,046
Bilingual Casemgr	24	52	13.815	\$17,285
Bilingual Case/Systems Mgr I	24	52	16.86	821,041
			Total salary	\$122,458
			Taxes	\$9,797
			TOTAL SALARY	\$132,255

COMMUNITY AND SOCIAL SERVICE PROGRAMS FUNDING APPLICATION

0094

Fiscal Year: 2000/01 Jurisdiction: Santa Cruz County

A. SUMMARY SHEET

I. AGENCY INFORMATION

Agency Name: Community Options

Address: 501 Cedar St., Suite A, Santa Cruz, CA 95060 Phone: 831/423-4592

Nonprofit corporation? Yes ☒ No ☐ Date of Incorporation: 6/21/78 Tax ID# 94-2513269

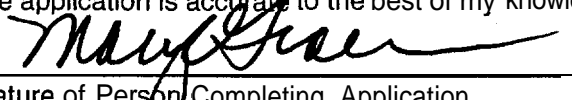
Director/Title: Executive Director Mary C. Grace Fax: 831/423-6108

II. PROPOSAL INFORMATION

	Budget	COLA	New/Supp	Projected Total
Fiscal Year	F Y 99/00	F Y 00/01	F Y 00/01	F Y 00/01
Total Agency Budget	\$205.416	\$3.890	\$25.594	\$212.573
Jurisdiction Budget				Proposed Total
Program A	\$	\$	\$	\$
Program B	\$	\$	\$	\$
Program C	\$	\$	\$	\$
Program D	\$	\$	\$	\$
Program E	\$	\$	\$	\$
Program F	\$	\$	\$	\$
Total Jurisdiction Budget	\$129.666	\$3890	\$25.594	\$159.150

Agency/Program Notes: Community Options operates only one program, the Court Referral Program. Our mission is to provide the Santa Cruz County Courts with sentencing options in lieu of jail and/or fines. Many offenses have community service work as a state-mandated sentence. For other offenses, a community service sentence is made at the judge's discretion.

I certify that the Board of this organization has authorized me to submit this application and that the information on the application is accurate to the best of my knowledge.

 3/17/00
Signature of Person Completing Application Date

Mary C. Grace, Executive Director 423-4592
Typed Name and Title of Person Completing Application Direct Phone Number

Agency: Community OptionsProgram: Court Referral Program

Check One Service Type Only: Children Senior Disabled Latin0 Women
Legal X Health/Mental Health Community Center Homeless Other

B. PROGRAM STATEMENT

BRIEFLY describe 1) the services your program provides; 2) how this jurisdiction's funds will be used; 3) how your program is serving diverse populations in this jurisdiction.

Judges may sentence offenders to jail, to pay a fine, or to an alternative sentence. The most common form of alternative sentencing is community service. The Santa Cruz County Courts sentence offenders to do community service hours and refer them to the Court Referral Program for work site placement. We do not directly recruit clients. Offenders are mandated to report to the program by either the Superior or Traffic Courts, or by the Adult or Juvenile Probation Departments. Court Referral staff interview, assess and refer offenders to pre-approved local government or non-profit agencies. According to the terms of the sentence and after verifying the status of the offenders community service work, staff provides a report to the courts and/or probation.

During F/Y 98/99, the Court Referral Program received 2,477 referrals. Eighty percent (80%) of those referred to the Court Referral Program were interviewed and placed at work sites. Seventy-five percent (75%) successfully completed the terms of their sentence. We provide bilingual staff at both offices. All client materials are translated into Spanish and work sites for monolingual Spanish speakers are available. We work with the Courts and Probation to maintain a system of accountability for monitoring community service work that satisfies all the parties involved with sentencing. Because of this successful collaboration, the Court Referral Program maintains a constant flow of referrals. Representatives from the different departments of the criminal justice system within this county are required to sit on the Board of Directors of Community Options to maintain this collaboration and provide oversight. Most of our clients are offenders who the courts determine are financially unable to pay the mandated fine: the indigent, homeless, working poor and juveniles. Sixty-five percent of our clients are offenders below the 100% poverty scale. Many are required to pay for additional mandated program fees, i.e., drug and alcohol programs, sheriff's jail bookings, restitution. Other clients are sentenced to community service in lieu of incarceration.

The jurisdictional funding request would be used to fund the operations of the Court Referral Program. The mission of the program is to provide the courts with an option for indigent offenders who are not able to pay the imposed fine or for whom incarceration is inappropriate. Clients are charged a fee for service to supplement jurisdictional funding. As the majority of our clients are low-income or below poverty level they are unable to pay the full fee. The Court Referral Program does not generate enough income from fees to cover expenses. If funding from the County is not increased the Court Referral Program will have to reduce services.

C. UNITS OF SERVICE

Describe the most significant unit of service provided by program, and indicate the most significant unit of service with whole numbers for the fiscal years shown below: # of Service Units, Cost/Service Unit, and # Unduplicated Clients for each program.

A Service Unit Equals: Sentence per day per offender per court is one service unit

	FY 98/99	FY 99/00	FY 00/01
<u># of Service Units</u>	<u>4035</u>	<u>4035</u>	<u>4254</u>
<u>Cost/Service Unit</u>	<u>\$49</u>	<u>\$49</u>	<u>\$50</u>
<u># Unduplicated Clients</u>	<u>4250</u>	<u>4035</u>	<u>4254</u>

Program Service Notes: Our two offices average 100 contacts each day either directly with clients in person or
or the phone, and also court clerks, probation officers, work sites, transfer agencies, etc. Our clients
require multiple visits to our offices. We estimate that for each case per client an average of seven contacts are
made with our offices. This number is NOT reflected in the service unit measurement criteria above.

Agency: Community Options
 Program: Court Referral Program

D. DEMOGRAPHICS**Residency of Clients (%):**(if **homeless** use former residence)

Santa Cruz County (unincorporated): 16 %
 City of Capitola: 3 %
 City of Santa Cruz: 42 %
 City of **Scotts Valley**: 2 %
 City of Watsonville: 30 %
 Other: Out of County Transfers 7 %
 Total = 100%

Client Household Income (%):

		<u>Size of Family Unit</u>	<u>100% Poverty</u>	<u>200% Poverty</u>
Less than 100% poverty	<u>65</u> %	1 Member.....	\$ 8,050	\$16,100
At least 100% and less than 200% poverty	<u>19</u> %	2 Members..	\$10,850	\$21,700
200% poverty and above	<u>16</u> %	3 Members.....	\$13,650	\$27,300
Total	= 100%	4 Members.....	\$16,450	\$32,900
		For each additional member add.....	\$ 2,800	\$ 5,600

Complete the chart below indicating ethnic groups for your clients (last calendar or fiscal year), current staff, and board members for this program. Percentage is based on the total for each group.

Ethnicity of Clients/Staff/Board (Number/Percent - use whole numbers only):

	Clients	Paid Staff/ Cont. Emp.	Board
Caucasian.	<u>51169</u> / <u> </u> %	<u>3</u> / <u>60</u> %	<u>7</u> / <u>77</u> %
Latino/a	<u>1038</u> / <u>40</u> %	<u>2</u> / <u>40</u> %	<u>2</u> / <u>22</u> %
African American	<u>66</u> / <u>3</u> %	<u> </u> / <u> </u> %	<u> </u> / <u> </u> %
Asian American	<u>32</u> / <u>1</u> %	<u> </u> / <u> </u> %	<u> </u> / <u> </u> %
Native American	<u>26</u> / <u>1</u> %	<u> </u> / <u> </u> %	<u> </u> / <u> </u> %
Pacific Islander	<u> </u> / <u> </u> %	<u> </u> / <u> </u> %	<u> </u> / <u> </u> %
Other	<u>21</u> / <u>1</u> %	<u> </u> / <u> </u> %	<u> </u> / <u> </u> %
Total:	<u> </u> / <u>100</u> %	<u> </u> / <u>100</u> %	<u> </u> / <u>100</u> %

Percentage of STAFF BILINGUAL in:

Spanish/ 80 % Other: French / 20 % Other Benaali / 20 %

Percentage of STAFF BILINGUAL AND BICULTURAL in:

Spanish/ 40 % Other: / % Other %

Program Demographic Notes: Juvenile offenders do not usually have a reportable income. We do not require proof of income unless a fee waiver is requested. Many homeless clients use the Homeless Resource Center as an address.

Fiscal Year: 2000/01Jurisdiction: County of Santa Cruz**Exhibit B**Agency: Community OptionsProgram: Court Referral Program**E. PROGRAM AND OBJECTIVE 5****SCOPE OF WORK PLAN**

Contractor shall work toward achieving the following goals and accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed methods to focus on process and/or outcome. Please indicate the number of Service Units to be provided.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING PROCESS AND/OR OUTCOME OF OBJECTIVE(S)
1. Provide 4500+service units of court-ordered community service placement for offenders residing in City of Santa Cruz. Approximate number of client contacts is 19,000 annually.	Offices near each courthouse are open from 9am to 5pm Monday through Thursday on a drop-in basis.	7/2000 to 6/2001	Records are maintained on computer data base and reconciled with court records on weekly basis.
2. Monitor 200 nonprofit and municipal agency job sites for safety, volunteer supervision, records maintenance, and procedural policies.	Staff to contact sites annually to review agreement contracts and agency needs assessments. Staff to contact sites throughout year for updates.	7/2000 to 6/2001	Log site visits, track number of community service hours in data base, random evaluations of sites by clients.
3. Continue to improve records retrieval between Courts, Probation & Court Referral Program.	Continue to synchronize data collection needs on our data base. Transmit reports via modem or fax.	7/2000 to 6/2001	Increased productivity of staff at all sites.
4. Improve placement opportunities for monolingual Spanish and limited English speakers.	Develop more placement sites for non-English speakers. Work with Adult Ed to coordinate GED and ESL referrals. Provide language training for staff with limited fluency in Spanish.	7/2000 to 6/2001	Increased non-English speakers placement sites recorded in data base. Increased GED and ESL placements recorded in data base. Completion of advance language courses by staff.
5. Improve juvenile placement options.	Develop more placement options for children as young as 11. Provide specialized training for staff in juvenile assessments and placements. Revise monitoring levels of juvenile placements. Work with schools to encourage student work at school sites.	7/2000 to 6/2001	Increased placement sites recorded in data base. Continue staff training. Monitoring of juvenile placements will be recorded in data base on a regular schedule. More schools listed as active on placement list.
6. Improve placement opportunities for adult offenders who are single parents with young children.	Develop more placement sites with take-home work, childcare options.	7/2000 to 6/2001	Work with agencies identifying-bulk mailing and home projects needs. Identify childcare options.

Fiscal Year: 2000/01 Jurisdiction: County of Santa CruzAgency: Community OptionsProgram: Court Referral Program**F. EXPENSES¹****Exhibit A, Page 1 of 2**

Basic Account Codes: ²	Total Agency Budget FY 99/00	Total Projected Agency Budget FY 00101	Total Jurisdiction Budget FY 99100	Total Proposed Jurisdiction Budget FY 00101
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SALARIES/BENEFITS				
7000 Salaries Total	136,225	133,647	87,214	108,245
7100 Employee Health/Retirement	12,296	14,200	4,150	4,500
7200 Payroll Taxes	12,142	13,096	7,852	8,105
TOTAL SALARIES/BENEFITS:	160,663	160,943	99,216	120,850
SERVICES/SUPPLIES				
8000 Professional Fees: Audit	4,300	4,500	3,600	3,600
8010 Indep. Prof. Consultants ³				3
8100 Supplies	3,353	4,530	1,050	4,000
8200 Telephone	5,000	6,200	4,100	5,000
8300 Postage & Shipping	950	950		
8400 Occupancy Total	18,700	19,650	15,500	18,500
8500 Rent/Maintenance of Equip.	1,000	1,000		
8600 Printing & Publications	50	50		
8700 Travel & Transportation	1,500	2,500		
8800 Conferences/Meetings	650	1,000		
8900 Assistance to Individ.				
9000 Membership Dues	700	700		
9100 Awards and Grants				
9200 Interest Expense	600	600		
9300 Insurance/Bond	7,000	9,000	6,200	7,200
9400 Miscellaneous ⁴	950	950		
96C0 Dist. of Program Costs				
96C1 Payment/Affiliated Orgs.				
TOTAL SERVICES/SUPPLIES:	44,753	51,630	30,450	38,300
GRAND TOTAL EXPENSES:	205,416	212,573	129,666	159,150

1. Please fill out this page for each program funded and a total page.

2. Refer to: Accounting & Financial Reporting: A Guide for United Way and Not-for-Profit Human Service Organizations, Second Edition, 1989.3. Explain 8010 if included in Proposed Jurisdiction Budget in I. Budget Narrative.4. Explain 9400 if over 1% of proposed Jurisdiction Budget in I. Budget Narrative.

Fiscal Year: 2000/01 Jurisdiction: County of Santa CruzAgency: Community OptionsProgram: Court Referral Program**G. POSITIONS AND SALARIES'****Exhibit A. Page 2 of 2**

Please list ONLY the positions and amounts requested from this jurisdiction. Indicate with an "X" whether position is a NEW request or EXISTING (already funded by this jurisdiction)-.. Indicate with an "X" if position is designated as bilingual Only (BIL). Total Salaries Requested must match Salaries Total (line item 7000) under Total Projected Jurisdiction Budget on Page 5. Please make sure that each row below multiplies correctly and that columns add up to the correct amounts: Round all totals to the nearest dollar.

POSITION/TITLE	SALARY RATE X	HOURS/ WEEK X	WEEKS/ YEAR	TOTAL AMOUNT PER YEAR	NEW	EXIST	BIL
1. Executive Director	\$21.98	32	52	\$36,575		xx	
2. Sentencing Placement Specialist	\$13.32	20	52	\$13,853		xx	xx
3. Sentencing Placement Specialist	\$13.32	20	52	\$13,853		xx	xx
4. Sentencing Placement Specialist	\$13.32	20	52	\$13,853		xx	xx
5. Sentencing Placement Specialist	\$13.32	12	52	\$ 8,312	xx		xx
6. Sentencing Placement Specialist	\$13.32	12	52	\$ 8,312	xx		xx
7. Sentencing Placement Specialist	\$16.21	16	52	\$13,487		xx	xx
8.	\$						
9.							
10.	\$			\$			
7000 TOTAL SALARIES REQUESTED				\$108,245			

1. Please fill out this section (G) for each program funded and a total page.

H. AGENCY ADMINISTRATIVE AND DIRECT SERVICE EXPENSES2

Please show breakdown of administrative and direct service costs by providing figures for the Agency's Total Budget, the Jurisdiction's share and the percentage of administrative costs for each column. See instructions for definitions of administrative vs. direct costs.

	FY 99/00		FY 00/99 PROJECTED	
	TOTAL BUDGET	SHARE	TOTAL BUDGET	SHARE
ADMINISTRATION	\$ 25,061	\$ 19,331	\$ 25,296	\$ 19,894
SERVICES	\$180,355	\$110,335	\$187,277	\$139,256
TOTAL	\$205,416	\$129,666	\$212,573	\$159,150
% ADMINISTRATION	12.1 %	13 %	11.9 %	12.5 %

2. Please fill out this section (H) for the total agency only, not for each program.

I. BUDGET NARRATIVE

Respond by number to 1) through 4) below as they apply to your FY 98/99 Jurisdiction Proposed Budget request. You may also provide budget narrative with respect to Program Goals and Objectives (Page 4). Do not base responses on your Agency Budget, unless it is the same as program budget. (Use space provided)

- 1) Provide **JUSTIFICATION** for any COLA, new, or supplemental funding.
- 2) Describe **ALL INDEPENDENT PROFESSIONAL CONSULTANTS** (Line Item 8010/Page 5) if included in jurisdiction request.
- 3) Explain **MISCELLANEOUS** (Line Item 9400/Page 5) IF MORE THAN (1%) of jurisdiction request.
- 4) Justify and describe the duties of **NEW POSITIONS** (Page 6).

We are asking for a 3% COLA (\$3,890). This amount will compensate for increases in occupancy and telephone.

New funding will provide the difference to cover the occupancy total and supplies for one office, This will secure the continued operation of the program at one location in the county.

One of our biggest expenses is insurance and new funding will be used to purchase a medical treatment plan written specifically for court-ordered volunteer service programs. It provides coverage for medical expenses due to work site injuries for cases when a placement site does not have coverage or the deductible is greater than the expense. Self-insured agencies are more likely to accept our clients if we have this coverage.

The new funding will cover the step increases given in the past year to existing positions.

Our independent consultants are a bookkeeper and a CPA who prepares our taxes and provides an annual review.

New funding will be used to increase the county's share for the salaries of two bilingual, bicultural placement specialists from 20 hours to 32 hours per week. These positions interview, assess and place clients at work sites. They must verify work performance and provide timely reports to the courts and probation. They must maintain rapport with existing placement sites and do outreach to potential placement sites, especially those that work with monolingual Spanish speakers. Especially important for monolingual Spanish speakers and recent immigrants is that these staff provide an explanation of the criminal justice system. Most often these clients do not fully understand the process and are likely to make costly errors. Providing a better understanding of the criminal justice system improve our clients chances of meeting the terms of their sentence as well as reducing recidivism.

We are under constant pressure to keep our program financially accessible. Unlike social service programs, other revenue generating options are not an option. Fundraising for offenders is not a proposition that is particularly attractive to the general public. Corrections funding, whether it might be prison administered by the State or private enterprise, jail administered by the Sheriff, fine collections administered by the Courts, or community service administered by a non-profit or governmental agency is understood as one of the basic responsibilities of government.

We charge fees but collection is difficult. Many of our clients are unable to pay in full and request a payment plan. Most often, even if clients complete their community service, they are still unable to pay the full fee. We have tried adjusting the fee schedule but as most clients are coming to us because they can't pay court fees in the first place, our fee often is unpaid or partially paid. The Court Referral Program averages between \$50,000 and \$60,000 per year in fees. Our fixed expenses increase annually. There has not been a turnover in staff since 1992. Everyone is at the top of the pay scale. Our fixed expenses have increased. We are not able to meet our operating expenses. We operate without any cash reserves. The Court Referral Program will have to make drastic reductions if it does not receive full funding as requested.

Unrestricted Fund Balance: \$ -4561.36 (from audited financial statement or other fiscal records). If unrestricted fund balance exceeds 25% of annual operating budget, please explain why below.

Fiscal Year: 2000/01 Jurisdiction: County of Santa CruzAgency: Community Options**J. REVENUE FROM ALL SOURCES**

REVENUE SOURCES Basic Account Codes:	Total Agency Budget FY 99/00	Total Agency Projected Budget FY 00/01	Percent of Projected Budget FY 00/01
JURISDICTIONAL REVENUE:			
5501 County of Santa Cruz--Community Programs Only	\$129,666	\$159,150	75 %
5502 City of Capitola			%
E.503 City of Santa Cruz Social Services			%
5503 City of Santa Cruz CDBG Funding			%
5503 City of Santa Cruz Other: ²	2	2	%
5504 City of Scotts Valley			%
5505 City of Watsonville			%
5600 SUBTOTAL JURISDICTIONAL REVENUE	\$	\$	%
OTHER REVENUE:			
4000 Contributions			%
4001 Individuals			%
4002 Corporations/Businesses			%
4003 Foundations			%
4200 Special Events			%
4300 Legacies & Bequests			%
4500 Public Support Indirectly			%
4700 United Way Allocations			%
5000 Government Agencies (Other)			%
5500 State Government			%
5700 Federal Government			%
6000 Membership Dues			%
6200 Program Service Fees	\$75,750	\$53,423	25 %
6400 Sales to Public			%
6500 Investment Income			%
6900 Miscellaneous Revenue			%
TOTAL REVENUE:	\$205,416	\$212,573	100%

- For classification of basic account codes, refer to: Accounting & Financial Reporting: A Guide for United Way and Not-for-Profit Human Service Organizations, revised Second Edition, March '1 989.
- Please list "Other" City funding source(s), such as CPVAW, etc., and amounts for each fiscal year:

Fiscal Year: 2000/01 Jurisdiction: County of Santa Cruz

0102

Agency: Community Options

Program: Court Referral Program

K. FEE SCHEDULE

Use this area for current fee schedule or sliding fee scale, if used. If more space is needed, fee schedule may be an attachment to this page. Make sure that any attached pages are single-sided, and include the **agency** and program name at the top.

 Fee Schedule below

xx Fee Schedule attached
to page

 No Fee Schedule
explain below



COURT REFERRAL PROGRAM

COMMUNITY OPTIONS

Community services as an alternative to jail and/or fines
 Una alternativa en ves de carcel o multa

Community Options is a **private** non-profit that receives only partial funding from the County of Santa Cruz to operate the Court Referral Program. In order to keep the program open and **available** as an option to jail and fines, we need to charge fees.

CLIENT FEE SCHEDULE

Adult Fee Schedule

\$25 :	1-16 hrs	\$125 :	350 -499 hrs
\$35 :	17-40 hrs	\$150 :	500-750 hrs
\$55 :	41-79 hrs	\$175 :	751-1000 hrs
\$75 :	80-199 hrs	\$200 :	over 1000 hrs
\$100 :	200-349 hrs		

Juvenile Fee Schedule (age 17 and under)

\$20 flat fee per **case**

PAYMENT OF CLIENT FEES

• Fee must be paid before placement at worksite. Cash, money orders, or checks will be accepted for payment of client **fees** (Santa Cruz office also accepts VISA, MC and American Express). However, no checks will be accepted if there is **less** than 14 days to the completion date. Community service work hours will not be confirmed to the courts **unless** the **complete** fee balance is paid, including any returned checks. **All fees** paid are **non-refundable**.

• All outstanding fees must be paid in full before opening a new case.

• Clients may request a payment plan. Fee must be paid in full before Court Referral will complete case.

OUT OF COUNTY TRANSFERS

• Clients sentenced in Santa Cruz County courts who live or work in another county will be charged a \$10 fee to **transfer** the case to that county.

OUT OF STATE TRANSFERS

• Clients sentenced in Santa Cruz County courts who live out of state will be charged the regular client fee if hours are **directly** monitored by the Court Referral Program. If a transfer to another alternative sentencing **program** in the state **of** residence can be made, then a \$25 fee will be charged.

REDUCED FEES AND WAIVERS

• Fair and impartial consideration will be given to clients with a verifiable hardship. Clients may **request** a reduction or **fee** waiver. Clients must provide proof from all sources of current income and proof of expenses (rent, utilities, medical bills, etc).

• The Court Referral Program staff will have final approval on all fee reductions and waivers.

C.R. 12/99



COURT REFERRAL PROGRAM

COMMUNITY OPTIONS

Community service as an alternative to jail and/or fines
Una alternativa en ves de carcel o multa

Community Options es una organización privada no-lucrativa que recibe fondos parciales del condado de Santa Cruz para operar el programa Court Referral. Balanceamos nuestros ingresos con la cuota que cobramos.

ESCALA DE CUOTA

Cuota General

\$25 : 1-16 hrs
\$35 : 17-40 hrs
\$55 : 41-79 hrs
\$75 : 80-199 hrs
\$100 : 200-349 hrs

\$125 : 350 -499 hrs
\$150 : 500-750 hrs
\$175 : 751-1000 hrs
\$200 : over 1000 hrs

Cuota de Menores de 17 años

\$20 por caso

Escala DE CUOTAS

- La cuota Tiene que ser pagada antes de empezar **el** trabajo cumunitario. Dinero en efectivo, Giro Postal, o Cheques **personales** son aceptados **para** pagar la cuota de **los** clientes (la oficiana de Santa Cruz **acepta** VISA, MC y American Express). No se **aceptan** cheques 14 días antes de la fecha **limite para** hater **sus** horas. No se **le** haran **validas sus** horas de servicio **voluntario** **al menos** que toda **su** cuota **haya** sido pagada y que no **exista un** cheque sin fondos. La cuota por participation en el program **de** Court Referral no es reembolsable.
- Deudas debidas tienen queseer pagada antes de empesar nuevo **caso**.
- El **cliente** puede pedir un plan de pagos. Cuota Tiene que ser pagado por **completo** antes de dar **credito** por horas.

TRANSFERS FUERA DEL CONDADO

- A **los** clientes que son sentenciados en el condado de Santa **Cruz** y viven fuera del condado, se les cobrara una cuota de \$10 **para** transferir **su caso** al condado de residencia. A **los** clientes sentenciados en otros condados de California que **sean** **trans-**
feridos a **hacer sus** horas en el **programa** de Court Referral se les cobrara la cuota regular.

TRANSFERS FUERA DEL ESTADO

- Los clientes que **sean** sentenciados en el condado de Santa Cruz y que viven fuera del estado se les cobrara la cuota regular **si** sus horas son vigiladas por el **programa** Court Referral. Si se puede **hacer un** transfer a otro **programa** de sentencia **alter-**
nativa en otro estado se le cobrara \$25.
- A **los** clientes sentenciados en otro estado que **sean** transferidos al **programa** Court Referral se les cobrara la cuota regular **que** se les cobra **a los** clientes del condado de Santa Cruz.

REDUCCION Y ELIMINACION DE CUOTAS

- **Consideracion justa y imparcial** se le dara al **cliente** que presente pruebas de tener problemas **financieros**. El **cliente** puede **solicitar reduccion o**
eliminacion de cuota. **Cliente** tiene que presentar pruebas de ingreso **mensual** y **gastos**(renta,utilidades, recibos de medico).
- El personal de Court Referral **tiene** la ultima palabra en todas **las cuotas reduccion** o eliminadas.

C.R. 12199

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SANTA CRUZ OFFICE: 501 CEDAR ST., #A, SANTA CRUZ, CA 95060

WATSONVILLE OFFICE: 42-A BRENNAN ST. WATSONVILLE, CA 95076

(831) 423-4592, FAX 423-6108

(831) 724-8799, FAX 724-0415

Fiscal Year: 2000/01 Jurisdiction: County of Santa Cruz

Agency: Community Options

L. OTHER REQUIRED ATTACHMENTS

Please separate this sheet from the rest of the application and attach ~~the~~ **items** indicated below in consecutive order. Make sure that all attached pages are single-sided, and include the 'agency and program name at the top of each page. (Items A through K will be the main application, and Item L, with attachments, will be a separate required section.)

1. List of current Board of Directors members and officers, with addresses, business phone numbers and occupations of each person. If your Board of Directors represents the "umbrella" agency, please attach all of the requested information for the Advisory Board members for this program as well.
2. Schedule of proposed Board meetings for **FY 98/99** including all dates of meetings and address where meetings are held.
3. Current organizational chart, showing clear lines of authority.
4. Most recent audit (or financial statement if audit has not been done). Has your agency been audited in the past 3 years?

Yes/Last FY Audited: _____

xx No. Please explain why not: Our bookkeeper provides an annual financial statement that is reviewed annually by a CPA,

How often does your agency schedule audits: as needed

5. IRS and California Franchise Tax Board letters on your agency's tax exempt status.
6. **Agency** Articles of Incorporation stamped by the Secretary of State.

Note: Please do not include any other attachments with your proposal.

CPFUNDING.APP

**COMMUNITY OPTIONS
BOARD OF DIRECTORS
January, 2000**

Maria Chang, Vice-President

Workforce Santa Cruz
Employment Training Specialist
2045 40th Ave, Ste. B
Capitola, CA 95010
464-6274 FAX 475-1 557
email: hra732@hra.co.santa-cruz.ca.us
Elected 3/93-Community Representative
Subcommittees:
Chair: Personnel

Patsy Hernandez

American Red Cross Santa Cruz Chapter
Director, Social Services and Outreach
2960 Soquel Ave.
Santa Cruz, CA. 95060
462-2881 FAX 462-5996
Email:
Elected 1/92-Community Representative
Subcommittees:
Board Development
Finance

Michelle Finch, Treasurer

Santa Cruz County Probation Department
Adult Probation Division Director
303 Water St., Suite 9
PO Box 1812,
Santa Cruz, CA. 95061
454-3377 Fax 454-3327
Email: prb052@co.santa-cruz.ca.us
Elected 5/94 -Criminal Justice Representative
Subcommittees:
Chair: Finance
Personnel

Kelth Holtaway

Heartmath
14700 West Park Ave.
Boulder Creek, CA 95006
office: 338-8799 fax: 338-8703
email: Kholtaway@aol.com
Elected: 5/97 -Community Representative
Subcommittees:
Personnel

Scott MacDonald

Challenge Grant Director
Santa Cruz County Probation Department
207 McPherson
Santa Cruz, CA. 95060
PO Box 1812
Santa Cruz, CA. 95061
454-5102 Fax 458-7135
Email: prb207@co.santa-cruz.ca.us
Elected 7/95-Criminal Justice Representative
Subcommittees:
Personnel
Board Development

Paul Marigonda, President

County of Santa Cruz District Attorney
Assistant District Attorney
701 Ocean St., Room 200
Santa Cruz, CA. 95060
454-2568 Fax 454-2227
Email: dat088@co.santa-cruz.ca.us
Elected 5/93-Criminal Justice Representative
Subcommittees:
Chair: Bylaws
Board Development

Referee Joh'n Mulligan

County of Santa Cruz Municipal Court
Traffic Court Referee
Traffic Division - Room 060
701 Ocean St.
Santa Cruz, CA. 95060
454-5 103 FAX 454-2215
Email:
Elected 5/90-Criminal Justice Representative
Subcommittees:
Bylaws

Patrick Simmons, Secretary

Pat 'n Hat Landscaping
2-2104 E. Cliff Dr.
Santa Cruz, CA. 95062
4 7 5 - 6 4 2 8
Email:
Elected-Community Representative
Subcommittees:
Bylaws

Thomas R. Wallraff

Wallraff & Gilman
Public Defender
136 Vernon
Santa Cruz, CA 95062
427-1774 ext. 1 FAX 458-3437
email: wallraf@pacbell.net
Elected 8/91 -Criminal Justice Representative
Subcommittees:
Bylaws

Mary C. Grace

Court Referral Program Santa Cruz
501 Cedar St., Suite A
Santa Cruz, CA 95060
423-4592, 423-7208 FAX 423-6108
email: mgrace@got.net
Court Referral Program Watsonville
42 A Brennan St.
Watsonville, CA 95072
724-8799 FAX 724-0415
Staff Representative

Lorraine Price

Criminal Courts Administrator
County of Santa Cruz Superior Court
Santa Cruz, CA. 95060
454-2156 Fax 454-2215
Email: lorraine.price@co.santa-cruz.ca.us
Non-elected liaison

**Community Options
Board of Directors
Scheduled Meetings for 2000-01**

(Second Wednesday in January, April, July, October)
Meetings begin promptly at Noon

January 12, 2000 American Red Cross,
2960 Soquel Ave., Santa Cruz

April 12, 2000 American Red Cross,
2960 Soquel Ave., Santa Cruz

July 12, 2000 American Red Cross,
2960 Soquel Ave., Santa Cruz

October 11, 2000 American Red Cross,
2960 Soquel Ave., Santa Cruz

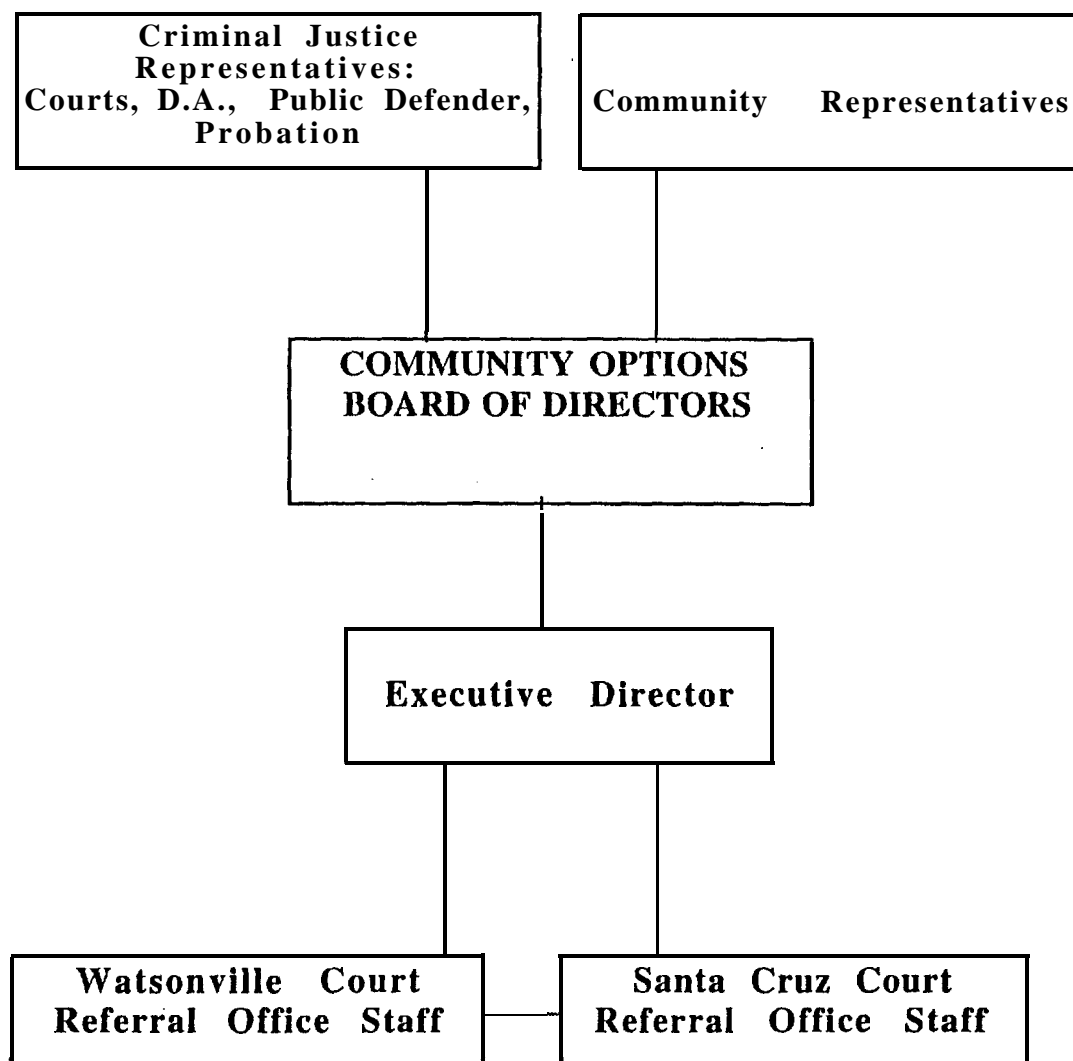
January 10, 2001 American Red Cross,
2960 Soquel Ave., Santa Cruz

April 11, 2001 American Red Cross,
2960 Soquel Ave., Santa Cruz

July 11, 2001 American Red Cross,
2960 Soquel Ave., Santa Cruz

October 10, 2001 American Red Cross,
2960 Soquel Ave., Santa Cruz

L.3 Attachment: Organizational Chart

Fiscal Year 2000/01 Jurisdiction: County of Santa CruzAgency: Community OptionsProgram: Court Referral Program**ORGANIZATIONAL CHART****Community Options/Court Referral Program**

COMMUNITY OPTIONS

0109

REVENUE AND EXPENSE STATEMENT

JULY 1, 1998 THROUGH JUNE 30, 1999

REVENUE:

COUNTY CONTRACT

\$125,889.00

FEES FOR SERVICE

\$65,419.50

INTEREST / MISCELLANEOUS

\$82.27

TOTAL REVENUE

\$191,390.77

EXPENSES:

SALARIES / PAYROLL

\$127,422.40

-PAYROLL TAXES & BENEFITS

\$22,646.89

RENT

\$16,732.00

TELEPHONE

\$5,532.86

UTILITIES

\$1,699.56

EQUIPMENT MAINTENANCE

\$213.99

OFFICE SUPPLIES

\$4,345.63

TRAINING

\$489.85

TRAVEL AND MILEAGE

\$2,784.02

ACCOUNTING / AUDITS

\$4,148.50

INSURANCE

\$8,036.28

POSTAGE

\$862.26

PRINTING / COPIES

\$0.00

ADVERTISING

\$0.00

PUBLIC RELATIONS

\$143.72

DUES / SUBSCRIPTIONS

\$760.00

TAXES / FEES / LICENSES ETC.

\$320.88

BANK CHARGES

\$42.50

FINANCE CHARGES

\$691.62

DEPRECIATION

\$2,206.12

GAIN/LOSS - SALE OF ASSETS

\$278.08

PURCHASES/TRANSFERS OF EQUIPMENT

(\$1,204.27)

TOTAL EXPENSE

\$198,152.89

NET OVER / UNDER

(\$6,762.12)

BALANCE SHEET

CASH IN BANK - CHECKING

\$4,631.28

CASH IN BANK - SAVINGS

\$465.44

PETTY CASH / CASH ON HAND

\$93.87

ACCOUNTS - GRANTS RECEIVABLE

\$12,831.21

PREPAID INSURANCE / EXPENSE

\$2,185.89

DEPOSITS

\$1,237.50

ASSETS: FURNITURE & EQUIPMENT

\$32,765.44

LESS: ACCUM. DEPRECIATION

(\$22,582.79)

TOTAL ASSETS

\$31,627.84

ACCRUED PAYROLL TAXES

\$4,374.66

DEFERRED INCOME

\$0.00

ACCOUNTS PAYABLE MISC., MITA - PENSION

\$11,894.01

TOTAL LIABILITIES

\$16,268.67

EQUITY:

RESERVES

\$16,500.00

FUND BALANCE 7/1/98

(\$4,561.36)

INVESTED IN FIXED ASSETS

\$10,182.65

NET OVER OR (UNDER)

(\$6,762.12)

FUND BALANCE 6/30/99

\$15,359.17

TOTAL LIABILITIES / RESERVES | EQUITY

\$31,627.84

Internal Revenue Service
District Director

Department of the Treasury

Date: JAN 17 1979

SF:EO:79-9

Employer Identification Number:

94-2513269

Accounting Period Ending:

June 30

Foundation Status Classification:

170(b) (1) (A) (vi)

Advance Ruling Period Ends:

June 30, 1980

Person to Contact:

R. Rogers

Contact Telephone Number:

(415) 556-1585

Community Options
1105 Euclid Street
Santa Cruz, California 95060

Dear Applicant :

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a) (1) and 170(b) (1) (A) (vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 1940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 170(b) (1) (A) (vi) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that, resulted in your loss of section 170(b) (1) (A) (vi) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 170(b) (1) (A) (vi) organization.



March Fong Eu
Secretary of State

1230 J Street
Sacramento, California 95814

CORPORATE DIVISION

Legal Review (916) 445-0620
Certification (916) 445-1436
status (916) 445-2900
Microfilm Records (916) 445-1768
Name Availability (916) 322-2387
Trademarks (916) 445-9672
Statement of Officers (916) 445-2020

8494550 NOTICE DATE 11/16/79 53286

*
COMMUNITY OPTICNS
1105 EMELINE ST
SANTA CRUZ, CA 95060

CORPORATE CLASSIFICATION

PUBLIC BENEFIT

L

ADVISORY NOTICE

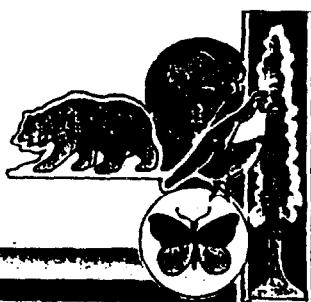
The state law concerning nonprofit corporations has been revised effective January 1, 1980. It requires the identification of three kinds of nonprofit corporations. They are public benefit, mutual benefit and religious.

A nonprofit religious corporation is recognized as a separate category due to the constraints imposed by the constitutional doctrine of separation of church and state. As to other nonprofit corporations, it was found that they are grouped into those which are operated for the benefit of the members (nonprofit mutual benefit corporations) and those which are operated for charitable or public purposes (nonprofit public benefit corporation). Some of the provisions as to public benefit corporations are more stringent in order to protect funds acquired by such corporations by donations from individuals, estates and foundations.

The Office of the Secretary of State is required by Section 9912 of the Corporations Code to notify existing corporations which of the three categories they fall into, that is, nonprofit public benefit corporation, nonprofit mutual benefit corporation or nonprofit religious corporation. Our determination for your corporation is shown at the top of this letter to the right of the address.

If you or your attorney believe that our classification of your corporation is incorrect, please write us a letter setting forth the correct classification with the reasons therefor and indicating the particular paragraph of Section 9912 of the Corporations Code which is applicable in your case.

The articles for existing corporations remain valid as provided by Section 9913 of the Corporations Code. You need not amend your Articles of Incorporation.



State of California

OFFICE OF THE SECRETARY OF STATE

A441730

CORPORATION DIVISION

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

**IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this**

JAN 19 1994



March Fong Eu

Secretary of State

A441730

Certificate of Restated Articles of IncorporationJohn ~~Mulligan~~ and A ~~Zett Greely~~ certify that:

1. They are the vice- president and the treasurer, respectively, of Community Options, a California Corporation, Corporate No. 849455
2. The Articles of Incorporation are amended and restated as follows:

**ARTICLES OF INCORPORATION
OF
COMMUNITY OPTIONS**

Article 1 - NAME

- 1.1 The name of the corporation is **COMMUNITY OPTIONS**.

MARCH FONG EU, Secretary of State

Article 2- NONPROFIT ORGANIZATION

- 2.1 This Corporation is organized pursuant to the General Nonprofit Corporation Law of the State of California.

Article 3- PURPOSES AND POWERS

- 3.1 The specific and primary purposes for which this Corporation is formed are to develop and operate community criminal justice program which can be used as an alternative to fine or incarceration, to engage in public education programs regarding criminal justice, to engage in alternative sentencing programs which would involve lawbreakers with their community, and to coordinate community criminal justice program.

- 3.2 The general purposes and powers of the Corporation include, among other things, the following:

A. To receive property by devise or bequest, subject to the laws regulating the transfer of property by will, and otherwise to acquire and hold all property, real or personal, including, without limitation, shares of stock, bonds and securities of other corporations.

II. To sell, convey, exchange, lease, mortgage, encumber transfer upon trust, or otherwise dispose of, any such property, both real and personal, as the objects and purposes of the Corporation may require, subject to such limitations as may be prescribed by law.

C. To make and perform contracts in furtherance of the purposes of the Corporation.

D. To act as trustee under any trust incidental to the principal objects of this corporation, and receive, hold, administer, and expend funds and property subject to such trust.

**ENDORSED
FILED**
In the office of the Secretary of State
of the State of California

DEC 22 1993

21

15. . To borrow money, contract debts, and, from time to time, issue **bonds**, notes, debentures, and to secure the payment or performance to its obligations
- I**⁷. To sue and be **sued**.
- G**. To qualify to carry on its nonprofit **activities** in any other state, territory, dependency, or foreign **country**, and to conduct its nonprofit activities within or without the State of California.
- II**. To adopt, use, and at will alter, a **corporate seal**, but failure to affix a seal shall not affect the validity of any corporate instrument.
- I**. To do all other acts necessary or expedient for the administration of its affairs **and** the attainment of its purposes.
- J**. To have and exercise all the rights and powers conferred on nonprofit corporations under the General Nonprofit Corporation **Law** of California, as such law is now in effect or may at any time **hereafter** be amended.
- K**. To act as principal, agent, joint venture, partner, or in **any** other capacity which may be authorized or approved by the **Board of Directors** of the corporation and which the Board may deem proper, or convenient in connection **with** any of the foregoing purposes, or which may be calculated directly or indirectly to promote the interests of this Corporation.

3.3 Independence of Purposes and Powers: The foregoing statement of purposes shall be construed as a statement of both **pur**poses and powers, and the purposes and powers stated in each clause shall, except **where** otherwise expressed, be in no way limited or restricted by any **reference** to or inference from the terms or provisions of any other clause, but **shall** be regarded as **independent** purposes and powers.

3.4 Primary Purpose Limitation: **Notwithstanding** any of the above statements of **purposes and powers**, the Corporation shall not, **except** to an **insubstantial** degree, engage **in any** activities or exercise any powers that are not in furtherance of the primary purposes **of** this Corporation or set forth in subparagraph "A" of this Article.

Article 4- LEGISLATIVE AND POLITICAL ACTIVITIES:

4. 1 No substantial part of the activities of this **Corporation** shall be the carrying on of propaganda; or otherwise attempting to influence legislation, and the **Corporation** shall not participate in, or intervene in (**including the publishing or distribution of statements**) any **political** campaign on **behalf** of any candidate for public office.

Article 5- PRINCIPAL OFFICE

5. **1** The principal office for the transaction of business of this Corporation is located in **the** County of Santa Cruz, State of **California**.

Article 6-DIRECTORS

- 6.1 Corporation Management:** The general management of the affairs of this Corporation shall be under the **control**, supervision and **direction** of the Board of Directors.
- 6.2 Number:** The number of directors of the Corporation shall be no fewer than thirteen (13) and no more ~~than~~ sixteen (16). ~~Prior To~~ the first annual meeting in May 1979, the Board of Directors **shall** adopt a by-law stating the definite number of directors that Will **govern** this corporation.
- 6.3 Change in Number:** The number of directors authorized by subparagraph "A" of this Article may be changed by amendment to these Articles of Incorporation or by a **properly** adopted by-law of this **Corporation**.
- 6.4 Liability:** **Directors** of this Corporation are not personally liable for the debts, liabilities or obligations of this Corporation.
- 6.5 Election, Tenure, Etc.:** The manner in which directors shall be chosen and removed ~~from office their~~ qualification, powers, duties, **compensation**, and tenure of **office**, the manner of **filling vacancies** on the Board of Directors, and the manner of calling and **holding** meetings of directors, shall be as stated ~~in~~ the By-laws.
- 6.6 Action without Meeting:** Any action required or permitted to be taken by the Board of Directors under any **provision** of law may be taken without a meeting, **if** all members of the **Board** shall individually or collectively consent in writing to such action. Such written consent or consents shall ~~be~~ filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as the unanimous **vote** of such directors. Any **certificate** or other document filed under any provisions of law **which** relates to action so taken shall state that the action was taken by the unanimous **written** consent of the **Board of Directors** without a meeting, and that the **Articles** of Incorporation authorize the **directors** to so act, and such **statement** shall be prima facie **evidence** of such authority.

Article 7-MEMBERS

- 7.1 Number, Qualifications, Etc., as Stated in By-Laws:** The Authorized, if any, and qualifications of members of the Corporation, ~~the filling of vacancies~~, the different classes of membership, if any, the property, voting and other **rights** and privileges of members, **and** their liability to dues and assessments and the method of collection thereof, and the **termination** and **transfer** of membership shall be ~~as~~ stated in the by-laws. If the voting ~~property~~ or other **rights** or Interest, or any of them, be unequal, the by-laws shall set out ~~the rules~~ **rules** by which the **respective** voting, property or other rights or interests of each member or class of members are **fixed** and determined.
- 7.2 Absence of Members:** Should the by-laws fail to provide for members as such, and in any case where the Corporation has, **infact**, no members other than the persons constituting its **Board** of Directors, the persons for the **time** being **constituting** its said Board are, for the **purposes** of any statutory **provision** or rule of law relating to **nonprofit corporations**, the **members** of this **Corporation** and shall exercise all the rights and powers of **members** thereof.
- 7.3 Liability:** **Members** of this Corporation are not personally liable for the debts, liabilities, or obligations of this Corporation.

Article 8-DEDICATION AND DISSOLUTION

8.1 **This** Corporation is not organized, nor shall it be operated, for ~~pecuniary~~ gain or ~~profit~~, and it does not contemplate the distribution of gains, profits, or ~~dividends~~ to the members thereof and is organized solely for nonprofit purposes.

8.2 The property of this corporation is irrevocably ~~dedicated~~ to charitable ~~purposes~~ meeting the requirements for exemption provided by ~~Section~~ 214 of the Revenue and Taxation ~~Code~~ and no part of the net income or assets of this organization shall inure to the benefit ~~of~~ any private person.

8.3 Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or ~~provision~~ for payment, of all debts and liabilities of this Corporation, shall be distributed ~~shall be distributed~~ to a non-profit fund, foundation, or corporation which is organized and operated exclusively for the ~~purposes~~ of charity and which has established ~~its~~ tax exempt status under Section 501 (c) (3) of the Internal Revenue Code. Any such assets not so ~~disposed~~ of shall be disposed of by ~~the~~ Superior Court of the county in ~~which~~ the principal ~~office~~ of the corporation is then located, exclusively for said ~~purposes~~ or to such ~~organization~~ or organizations as said court shall ~~determine~~ are organiz~~ed~~ for such ~~purposes~~.

8 . 4 If this Corporation holds any assets in trust, or ~~the~~ Corporation is formed for charitable purposes, such assets shall be disposed of in such manner as may be directed by decree of the Superior Court of the county in which the corporation ~~has~~ its principal ~~office~~, on ~~petition therefor~~ by the Attorney General or by any person concerned in the liquidation ~~in~~ a proceeding to which the Attorney General is a party.

Article 9-STOCK

9.1 **This** Corporation is not authorized, and ~~shall~~ not have the power, to issue stock.

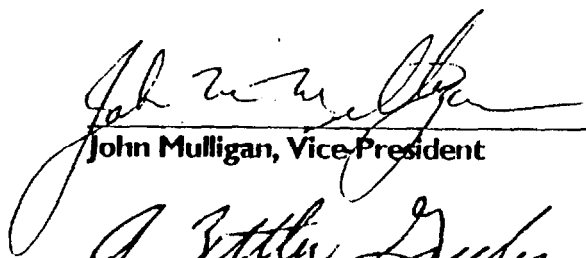
Article 10- CORPORATE EXISTENCE

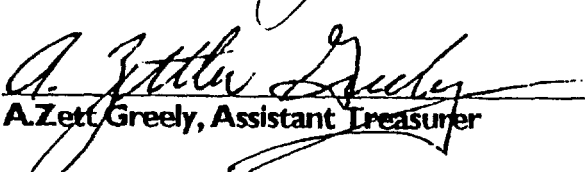
10.1 This corporate existence of ~~this~~ Corporation begins upon the filing of these Articles and continues perpetually excepts as is otherwise expressly ~~provided~~ by law.

3. The foregoing amendment of articles of incorporation has been duly approved by the board of directors.
4. The foregoing amendment of articles of incorporation has been duly approved by the required vote of members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 11/16/93


John Mulligan, Vice President


A. Zett Greely, Assistant Treasurer

COUNTY OF SANTA CRUZ APPLICATION ADDENDUM

ATTACH THIS ADDENDUM TO ITEM L, ALONG WITH ATTACHMENTS 1-6

- 1. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT;** Does your agency have an Americans With Disabilities Act (ADA) Self-Evaluation Survey on file with the County?

~~X~~ Yes N 0

If no, you must complete the survey in order to be considered for County funding. Please contact **HRA** @mediately to obtain a copy (Teresita Hinojosa-Pereira, 454-4058).

If you already have an ADA Self-Survey on file, has the accessibility of your facility and/or program changed since the self-survey was completed?

Ye s ~~No~~

Please-describe any changes in detail below.

2. **MONOLINGUAL CLIENTS:** For each program for which you are **requesting funds**, please identify the percentage of clients who are monolingual in Spanish,

	% Monolingual Clients
Program A: <u>Court Referral Program</u>	<u>25%</u>
Program B: _____	_____
Program C: _____	_____
Program D: _____	_____
Program E: _____	_____
Program F: _____	_____

Notes (if any): _____

Agency: Community OptionsFiscal Year: 00/01 --Program: Court Referral Program**3. FTE CHART**Copy and complete this chart separately for each program for which you are requesting funds.

Function	A # of Persons	B # of FTE's	C Bilingual FTE's	D Bilingual/ Bicultural FTE's	E % of FTE's that are Bilingual	F % of FTE's that are Bilingual/ Bicultural
1 Admin/ Management	2	.80	.10	.20	80%	25%
2. Direct Services	6	1.95	1.8	1.1	79%	40.5%
3 Support Services	6	1.95	1.80	1.1	79%	40.5%
4' TOTAL	14	4.7	3.7	2.4	79%	19%

Notes (if any): _____

INSTRUCTIONS FOR FTE CHART

This chart requests **detailed information** about your program's staffing pattern. Please include only paid staff or contract employees (not unpaid volunteers) in your calculations for this chart. To complete the chart, you will need to classify each position in your program into one of the following categories:

1) Administration/Management: Staff who are responsible for the administration and/or management of the program (may include executive director, program directors, supervisors, financial manager, and others with administrative or management responsibility).

2) Direct Services: Staff providing direct services to program clients.

3) Support Services: Staff who perform support functions for the program (may include receptionists, clerks, accountants, bookkeepers, maintenance workers, and others who do not provide direct services but support the activities of the program).