



County of Santa Cruz

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 **EMELINE AVENUE**
SANTA CRUZ, CA 95061
(831) 454-4066 FAX: (831) 454-4770

HEALTH SERVICES AGENCY
ADMINISTRATION
April 2, 2000

AGENDA: April 24, 2001

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

SUBJECT: Alcohol and Drug Program Contract Amendment

Dear Members of the Board:

This letter is to request your Board's approval of and authorization for the Health Services Agency (HSA) Administrator to sign the attached contract amendment with Janus of Santa Cruz. This amendment will add \$122,284 to HSA's existing \$1,052,294 contract with Janus of Santa Cruz to provide for additional outpatient and residential treatment services for CalWORKs and Drug Medi-Cal clients.

Background

There has been an increased demand for specialized services by CalWORKs clients. In order to meet the demand, HSA and Human Resources Agency (HRA) staff has worked with Janus of Santa Cruz to provide additional services beyond the originally contracted days of treatment. This has impacted several levels of care including, Residential, Perinatal Residential and Transitional Housing services. In addition, Janus has been able to accommodate other specialized needs of this population by providing flexible treatment schedules in their outpatient programs. This too has resulted in higher than budgeted service hours. Furthermore, there has been an increased demand for the provision of Drug Medi-Cal services in the Perinatal Residential and Day Care Habilitative programs.

Altogether, these increases in the services provided by Janus of Santa Cruz necessitate an amendment of the current contract.

Contract Amendment and Funding

The attached contract amendment adds \$97,032 of HRA CalWORKs and \$25,252 of Drug Medi-Cal funds for a total of \$122,284 to the existing \$1,052,294 agreement with Janus of Santa Cruz. The CalWORKs funds will provide for 871 additional outpatient service hours, 215 additional 28-day residential bed days, 1,218 additional Transitional Housing days, and 71 additional perinatal residential bed days. Drug Medi-Cal funds will provide for 53 additional perinatal day care habilitative days, and 277 perinatal residential treatment days.

Funding for the \$97,032 of new CalWORKs services will be offset by CalWORKs funds already included in the adopted budget. There are fluctuations in CalWORKs referrals to other providers and there is a lower than budgeted census at several other residential programs. It is estimated that there will be sufficient unused funds from other programs to cover the requested increase to Janus without exceeding the total amount of HRA CalWORKs funds budgeted for the current fiscal year.

Funding for the \$25,252 of new Drug Medi-Cal services will come from Federal Medi-Cal and State matching funds that are already included in the adopted budget. This contract amendment will not result in any increase in net County cost.

It is therefore RECOMMENDED that your Board:

1. Approve and authorize the Health Services Agency Administrator to sign the attached amendment to a contract with Janus of Santa Cruz to provide an additional \$122,284.00 of funding for alcohol and drug treatment services.

Sincerely,



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

RK:NA:BL:ep

Attachments: ADM29
Contract Amendment
Exhibit A

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Officer
Auditor Controller
County Counsel
HSA Administration
Mental Health and Substance Abuse Services
Alcohol and Drug Program Administrator

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0279

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

FROM: HEALTH SERVICES AGENCY (Dept.)
[Signature] (Signature) 4-3-01 (Date)

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

1. Said agreement is between the County of Santa Cruz Health Services Agency (Agency)
and Janus of Santa Cruz, 200 7th Ave, Suite 150, Santa Cruz, CA 95062 (Name & Address)

2. The agreement will provide residential, detox and outpatient alcohol and drug abuse treatment services.

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

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

5. Anticipated cost is \$ increased to \$1,174,578 (Fixed amount/ Monthly rate/ Not to exceed)

6. Remarks: This amendment increases the current contract by \$122,284. The encumbrance for C000133-01 should be increased- this amount.

7. Appropriations are budgeted in Suffix 02 same 6 2 9 5 0 (Index#) 3665 (\$30,000) (Subobject)
Suffix 01 Increase 364042 3975 (1,144,578)

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

Appropriations are available and have been encumbered. Contract No. C000133-01 Date 4-5-01
are not will be

GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

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

Remarks: [Signature] (Analyst) By [Signature] Date 4/12/01
County Administrative Officer

Agreement approved as to form. Date _____

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

To Orig. Dept. if rejected.

ADM - 29 (6/95)

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

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EXHIBIT A
INDIVIDUAL CONTRACTOR INFORMATION

0281

- A. 1. ADMINISTRATION: County's Alcohol and Drug Program Administrator, hereinafter called County's Administrator, under the direction of the Health Services Agency Administrator shall represent County in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of County. Contractor's Executive Director shall administer this Agreement on behalf of Contractor.
- A.2. TERM: The term of this Agreement shall commence on July 1, 2000 and continue through and including June 30, 2001 during which time Contractor shall perform the services provided herein.
- A.3. COMPENSATION: Total contract amount shall not exceed ~~One Million, Fifty-two Thousand, Two Hundred Ninety-four and No/100 Dollars (\$1,052,294.00)~~ **One Million, One Hundred Seventy-Four Thousand, Five Hundred Seventy-Eight and No/100 Dollars (\$1,174,578.00)** for services performed during the term of this Agreement. In no event shall County obligation of State Drug and Alcohol Allocation base and required County funds exceed this amount.

FOR FEE-FOR-SERVICE CONTRACTS: County agrees to pay Contractor a total sum not to exceed ~~Nine Hundred Eighty-seven Thousand, Nine Hundred Sixty-nine and No/100 Dollars (\$987,969.00)~~ **One Million Eighty-Five Thousand, One and No/100 Dollars (\$1,085,001.00)** for services performed during the term of this Agreement in accord with the negotiated rates set forth in Exhibit D.

FOR COST REIMBURSEMENT CONTRACTS: County agrees to pay Contractor a total sum not to exceed Seven Thousand and No/100 (\$7,000) for services as set forth in Exhibit D.

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.

FOR DRUG MEDI-CAL CONTRACTS: County agrees to pay Contractor a total sum not to exceed ~~Fifty-Seven Thousand, Three Hundred Twenty-five and No/100 Dollars (\$57,325.00)~~ **Eighty-Two Thousand, Five Hundred Seventy-Seven and No/100 Dollars (\$82,577.00)** for Drug Medical services, as follows:

- (a) ~~\$28,662.00~~ **\$40,173** State General Fund Match to Medi-Cal
- (b) ~~\$28,663.00~~ **\$42,404** Federal Drug Medical funds,

for services performed during the term of this Agreement, based on reimbursement of allowable costs.

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

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

- A.4. NOTICE: Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by mail to the County's Administrator at: County of Santa Cruz, HEALTH SERVICES AGENCY, Alcohol and Drug Programs, 1400 Emeline Avenue, Santa Cruz CA 95060, or to Contractor at: Janus of Santa Cruz, Inc., 200 7th Avenue, Suite 150, Santa Cruz, CA 95062.

EXHIBIT D
FISCAL PROVISIONS

0282

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

BY FUNDING SOURCE

TOTAL	Modality	Other Funds	State DMC	Fed DMC	Fed Drug Court	CalWORKs SAT
\$ 61,058	Outpatient	\$ 61,058				
\$ 68,404						\$ 68,404
\$102,749	CalWORKs Outpatient					\$102,749
\$ 30,000	Homeless Residential	\$ 30,000				
\$152,910	Residential 28 Day	\$146,640			\$ 6,270	
\$ 3,000						\$ 3,000
\$ 20,852	CalWORKs Residential 28 Day					\$ 20,852
\$239,306	Detox	\$239,306				
\$ 14,000						\$ 14,000
\$ 10,108	CalWORKs Detox					\$ 10,108
\$ 90,940		\$ 87,394		\$ 3,546		
\$ 94,956	Day Care Habilitative	\$ 83,844	\$ 5,406	\$ 5,706		
\$ 14,000						\$ 14,000
\$ 10,432	CalWORKs Day Care Habilitative					\$ 10,432
\$340,776	Perinatal Residential &	\$301,659		\$ 25,117		\$ 14,000
\$372,655	CalWORKs Perinatal Residential	\$276,547	\$ 34,767	\$ 36,698		\$ 24,643
\$ 30,900						\$ 30,900
\$ 72,552	Perinatal Transitional Housing					\$ 72,552
\$ 7,000	Drinking Driver Assessment	\$ 7,000				
\$1,052,294		\$873,057		\$ 28,663		\$144,304
\$1,174,578	TOTAL	\$844,395	\$ 40,173	\$ 42,404	\$ 6,270	\$241,336

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

UNF	RATE	SERVICE
Staff Hour – a., c.	\$ 39.41	Outpatient Counseling Services
Staff Hour – b.	\$ 39.41	CalWORKs Outpatient Counseling
Bed Day	\$ 83.14	Residential 28-Day & Drug Court 28 Day Residential
Bed Day	\$ 83.14	Residential Homeless
Bed Day – c., d.	\$122.84	Detox Special Care Unit & CalWORKs Detox
DCH Day	\$ 79.03	Day Care Habilitative – NNA Day Treatment
DCH Day	\$ 76.18	Day Care Habilitative – DMC Day Treatment (Cost/Cap)
Bed Day	\$ 72.86	Perinatal Residential – NNA Housing
Bed Day-b.	\$ 76.49	Perinatal Residential – NNA Treatment
Bed Day -b.	\$ 76.18	Perinatal Residential – DMC Treatment (Cost Cap)
Bed Day – c.	\$ 34.21	Transitional Housing
Assessment	\$100.00	Drinking Driver Assessment

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

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

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the following modes of service:

0283

- a. Outpatient Services: Staff Hours may include individual counseling and group therapy of a minimum of 3 and not more than 15 unrelated individuals, intake, assessment, case management and aftercare.
- b. CalWORKs: Staff Hours may be claimed for assessment, treatment, case management, referral and aftercare services that are authorized and approved by the Human Resources Agency (HRA) CalWORKs Employment and Training staff. A copy of the CADDs form for each new client enrolled during the report month must be submitted with each monthly claim. Alcohol or drug (AOD) services are to be employment focused, and in accordance with CalWORKs Welfare-to-Work plans and/or participation agreements. As authorized and approved by HRA, CalWORKs funds may also be claimed for participation in CalWORKs multi-disciplinary team meetings; for outreach and education activities related to informing and encouraging CalWORKs recipients to enter into alcohol and drug treatment services; for start-up activities approved by the County Alcohol and Drug Program Administrator; and for participation as requested in multi-disciplinary team meetings. Contractor shall establish procedures for screening all clients at intake regarding their status as a CalWORKs recipient and refer CalWORKs recipients who were not initially referred by the HRA back to HRA for inclusion of alcohol and drug treatment into their CalWORKs activity agreement and/or CalWORKs Welfare-to-Work plan. If access to service for clients referred under CalWORKs cannot be provided within seven days of the receipt of the HRA referral, Contractor shall inform HRA and the Health Services Agency (HSA) Alcohol and Drug Program, and work in cooperation with HRA and HSA to address access issues. Contractor will coordinate with HRA and HSA to develop participant tracking and monitoring systems, as needed, by the CalWORKs program. Contractor will also work with HRA and HSA to develop protocols for protecting client confidentiality and exchanging necessary and appropriate information as required for reporting purposes.

BED DAY: A day in which one (1) treatment bed is utilized to provide 24-hour inpatient care. The bed must be licensed and funded. The facility, staffing and other conditions necessary to provide the treatment services to a client occupying that bed must be available. Billable day shall include the day of admission, but not the day of discharge.

- a. CalWORKs BED DAY: Includes provisions for beds for and care of both the client and their accompanying children. CalWORKs bed days may be claimed for alcohol and drug residential services that are employment focused and in accordance with CalWORKs Welfare to Work plans and/or participation agreements. CalWORKs bed days may be claimed for assessment, treatment, case management, referral and aftercare services that are authorized and approved by the HRA CalWORKs Employment and Training staff. As authorized and approved by HRA, CalWORKs funds may also be claimed for participation in CalWORKs multi-disciplinary team meetings; for outreach and education activities related to informing and encouraging CalWORKs recipients to enter into alcohol and drug treatment services; for start-up activities approved by the County Alcohol and Drug Program Administrator; and for participation as requested in multi-disciplinary team meetings. Contractor shall establish procedures for screening all clients at intake regarding their status as a CalWORKs recipient and refer CalWORKs recipients who were not initially referred by the Human Resources Agency (HRA) back to HRA for inclusion of alcohol and drug treatment into their CalWORKs activity agreement and/or CalWORKs Welfare-to-Work plan. If access to service for clients referred under CalWORKs cannot be provided within seven days of the receipt of the HRA referral, Contractor shall inform HRA and the Health Services Agency (HSA) Alcohol and Drug Program, and work in cooperation with HRA and HSA to address access issues. Contractor will coordinate with HRA and HSA to develop participant tracking and monitoring systems, as needed, by the CalWORKs program. Contractor will also work with HRA and HSA to develop protocols for protecting client confidentiality and exchanging necessary and appropriate information as required for reporting purposes.
- b. Treatment BED DAY: A day in which a treatment bed is provided to a Drug Court, NNA or Medical eligible client to provide 24-hour inpatient care. The bed must be licensed and

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funded. Drug Medical pays for only the cost of treatment and does not pay for housing costs. The facility, staffing and other conditions necessary to provide the treatment services to a client occupying that bed must be available

- c. **Detox BED DAY:** Includes alcohol and drug detoxification and pretreatment services for the purpose of assisting acutely intoxicated individuals during the alcohol and/or drug withdrawal period. Services to clients who stay less than 12 hours may be billed at one-half (1/2) of the Detox Bed Day rate.
- d. **CalWORKs Detox BED DAY:** CalWORKs Detox bed days may be claimed for alcohol and drug residential services that are employment focused, and in accordance with CalWORKs Welfare to Work plans and/or participation agreements. CalWORKs bed days may be claimed for assessment, treatment, case management, referral and aftercare services that are authorized and approved by the HRA CalWORKs Employment and Training staff. As authorized and approved by HRA, CalWORKs funds may also be claimed for participation in CalWORKs multi-disciplinary team meetings; for outreach and education activities related to informing and encouraging CalWORKs recipients to enter into alcohol and drug treatment services; for start-up activities approved by the County Alcohol and Drug Program Administrator; and for participation as requested in multi-disciplinary team meetings. Contractor shall establish procedures for screening all clients at intake regarding their status as a CalWORKs recipient and refer CalWORKs recipients who were not initially referred by the Human Resources Agency (HRA) back to HRA for inclusion of alcohol and drug treatment into their CalWORKs activity agreement and/or CalWORKs Welfare-to-Work plan. If access to service for clients referred under CalWORKs cannot be provided within seven days of the receipt of the HRA referral, Contractor shall inform HRA and the Health Services Agency (HSA) Alcohol and Drug Program, and work in cooperation with HRA and HSA to address access issues. Contractor will coordinate with HRA and HSA to develop participant tracking and monitoring systems, as needed, by the CalWORKs program. Contractor will also work with HRA and HSA to develop protocols for protecting client confidentiality and exchanging necessary and appropriate information as required for reporting purposes.

DCH DAY (Day Care Habilitative): A day in which 3 hours of treatment is provided. DCH will be provide a minimum of three (3) hours per day, three (3) days per week of scheduled, formalized services for pregnant and postpartum women and/or to EPSDT-eligible beneficiaries. The services include assessment, intake, medical referrals, treatment planning, individual and group counseling, body specimen screens, medication services, collateral services, and crisis intervention as well as case management, transportation and childcare be provided to meet Perinatal Treatment Standards.

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

- D.4. **ADVANCE BASE:** Advances for NNA, CalWORKs, and Drug Medical services shall be made on a base of ~~\$1,040,995~~ **\$1,161,220**. Advance Base does not include 15% of Federal Medical funds if applicable as outlined in the Fiscal Provisions at Exhibit C.8. Settlement of final NNA and Drug Medical contract payments will be based on the final Cost Report.
- D.5. **PERINATAL ALLOCATION:** Contractor agrees that the Perinatal Federal Block Grant service allocation must be earned in full, unearned amounts cannot be shifted to any other mode of service, and unearned Perinatal advances will be returned to the County.
- D.6. **PERINATAL MEDI-CAL SERVICES.** Contractor agrees to provide services that meet the Perinatal Medical service guidelines and standards.
- D.7. **COST REIMBURSEMENT CONTRACT:** Payment of Drinking Driver Assessment funds shall be based on actual costs and shall not exceed \$7,000.

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- D.8. FEE FOR SERVICE AND DRUG MEDICAL CONTRACT: Total reimbursement for the contract will not exceed the contract allocation. Reimbursement for NNA units of service will be paid based on the amount earned at the fee-for-service rates listed above in D.2. DMC (Drug Medical) units of service will be paid based on actual costs, up to the rate cap. DMC unit of service costs which exceed the rate cap will be paid up to the limit of County funds available, not to exceed the actual costs of the Perinatal program. Settlement of NNA and Medical funds will be based on the final Cost Report. Payment of Federal Perinatal Block Grant, Federal Drug Court, State and County funds will not exceed base amount of \$1,045,294.
- D.8. COUNTY DRUG MEDICAL ADMINISTRATIVE CHARGES: County administrative charges for Residential and Day Treatment units of service will not exceed 10% of the approved State rate cap per unit of service, unless provider cost is less than the contract amount and County administrative cost is higher.
- D.9. INCREASE IN MAXIMUM ALLOCATION FOR MODE OF SERVICE: Funds may not be shifted between modalities, e.g., Outpatient and Residential, without written approval by County Administrator. Shifts can be requested to the extent that there are funds available as a result of reduced billings for another mode of service or other modes of services hereunder. Such shifting of funds shall be on a dollar for dollar basis and as the Maximum Allocation for provision of a particular mode of service is augmented, there shall be a corresponding reduction in the Maximum Allocation for another mode of service or modes of services.

FAML6260 v4.2

COUNTY OF SANTA CRUZ - PRODUCTION
 APPROPRIATION CONTROL DETAIL INQUIRY

03/28/2001

LINK TO:

9:49A M

ACTIVE

FISCAL PD : 09 2001 CONTROL TYPE : 0 7 FDTP/FUND/SFND/DEPT/DIV/FUNC/PROG/CHAR
 FDTP 10 GENERAL FUND FUND 300 HEALTH SERVICE AGENCY
 SFND 001 NOT SUBFUND RELATED CHAR 40 SERVICES AND SUPPLIES
 DEPT 3640 SUBSTANCE ABUSE FNT10004 HEALTH AND SANITATION
 PRGM 00040001 HEALTH AND SANITATION

S	MAR	2001	TOTAL	BALANCE
ORIGINAL APPROPRIATIO	.00		4,448,947.00	
REVISIONS TO BUDGET	.00		-5,425.00	
REVISED BUDGET	.00		4,443,522.00	
CARRYFORWARDS	.00		.00	
TOTAL APPROPRIATION	.00		4,443,522.00	
ALLOTTED AMOUNT	.00		4,443,522.00	
EXPENDITURES	181,182.59		2,823,392.58	1,620,129.42
ENCUMBRANCES	-143,152.61		1,214,063.36	406,066.06
FRE-ENCUMBRANCES	.00		.00	406,066.06

F1-HELP F2-SELECT F4-PRIOR F5-NEXT

F9-LINK

G014 - RECORD FOUND

W-9
STATEMENT

Request for Taxpayer Identification Number and Certification

Give this form to
the requester. Do
NOT send to IRS.

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

Business name (Sole proprietors see instructions on page 2.)
Janus of Santa Cruz, Inc.

Address (number and street)
200 7th Avenue Suite 150

City, state, and ZIP code
Santa Cruz, CA 95062

Taxpayer Identification Number (TIN) : **942739130**

Social security number

OR

Employer identification number

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

Requester's name and address (optional)

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

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

Please check (only one) box in each column below that best describes your type of organization and the transaction for which we make payment to you:

ORGANIZATION

TRANSACTION

- 1. Individual
- 2. Partnership
- 3. Trust/Estate
- 4. Corporation
- 5. Real Estate Agent
- 6. Tax Exempt Organization
- 7. Public Entity
- 8. Other Organization (Specify)

- 1. Medical & Health Care Service
- 2. Other Service (Specify)
- 3. Goods/Merchandise
- 4. Freight
- 5. Other Transaction (Specify)
- 6. Rent (Space/Machinery)
- 7. Interest

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Signature:  Date: 8/11/98