



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

May 28, 2002

AGENDA: June 11, 2002

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

Subject: Approval of Drinking Driver Program Revenue Agreements

Dear Members of the Board:

The Health Services Agency (HSA) requests your Board's approval of and authorization to sign the attached 3-year revenue agreements for drinking driver program (DDP) services with Santa Cruz Community Counseling Center –ALTO Counseling Center, Janus of Santa Cruz, and Triad Community Services.

The existing 3-year revenue agreements with these vendors were approved by your Board in 1999 and will expire on June 30, 2002. These agreements provide for education and counseling services for driving under the influence (DUI) offenders. As required by State statutes, DDP services are provided at five levels of intensity, depending on the type of offense, the client's blood alcohol level at the time of arrest, the number of prior DUI convictions, and which DUI statutes applied at the time the client was convicted.

State law and regulations require that the programs be entirely self-supporting from client fees and largely mandate program content. Current agreements authorize the programs to charge fees to clients, and require providers to pay the County fees to offset County costs related to contract administration, monitoring and tracking clients' compliance with program attendance requirements. DDP agreements are projected to generate \$100,790 of revenue to the County in 2002/03. This revenue is included in the 2002/03 recommended HSA Alcohol and Drug Program budget.

The proposed agreements include the following changes from the current agreements:

- To reduce program costs in the face of recent years' program losses, the number of program hours is reduced to the minimum hours required by State regulations. The proposed reductions range from 0.5 to 1.0 hour of services per program, depending on the type of program.

- Subject to approval by the State, client fee amounts are increased 5% for adult programs approved by the County Alcohol and Drug Program Administrator above the 2001/02 rates approved under fee increase approval authority granted by the current agreements.
- The method for calculating County administration and client referral/tracking fees has been changed from a per-client fee to a flat percentage of the provider's revenue. This change will simplify bookkeeping and is not anticipated to result in any change to County revenues from the agreements. The State is currently questioning the County's authority to collect client referral and tracking fees. If the State finds that the County does not have the authority to collect client referral and tracking fees, HSA will return to your Board for approval of necessary changes in the agreements, and related program modifications.

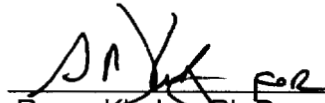
The courts and the Alcohol and Drug Abuse Commission have been apprised of the proposed program changes and fee increases, and have not raised any objections.

In addition to the contract changes described above, HSA is pleased to inform your Board that in April 2002, Triad began providing Wet Reckless and DUI services in South County to persons under the age of 21. This will improve access for Watsonville-area residents who previously needed to travel to Scotts Valley for young adult DDP services.

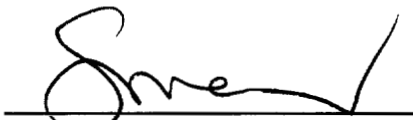
It is, therefore, RECOMMENDED that your Board:

1. Approve the attached revenue agreements with Santa Cruz Community Counseling Center, Contract No. R-224, Janus of Santa Cruz, Contract No. R-226, and Triad, Contract No. **R-434**, for Drinking Driver Program services and authorize the Health Services Administrator, or as their designee the Director of Administration, to sign.

Sincerely,


 Rama Khalsa, Ph.D.
 Health Services Administrator

RECOMMENDED


 Susan A. Mauriello
 County Administrative Officer

cc: County Administrative Officer
 Auditor-Controller
 County Counsel
 HSA Administration
 Alcohol and Drug Program Administration
 Superior Court

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)
BY: [Signature] (Signature) 5/18/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☒

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

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

2. The agreement will provide for authorization to operate a 3-month First Offense, Extended First Offense, Wet Reckless and Multiple Offense Drinking Driver Program in Santa Cruz County.

3. Period of the agreement is from July 1, 2002 to June 30, 2005

4. Anticipated Cost is \$ None - Revenue Agreement \$41,319 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: This is a Revenue Agreement. Clients pay fees to provider for services. County will receive Administration/Monitoring and Referral/Tracking fees.

5. Detail: ☐ On Continuing Agreements List for FY - , Page CC- Contract No: OR ☐ 1st Time Agreement

☐ Section II No Board letter required, will be listed under Item 8

☐ Section III Board letter required

☒ Section IV Revenue Agreement

	\$14,909	1616
Revenue	\$11,387	1619
364014	\$ 9,615	1804
	\$ 5,408	1805

6. Appropriations/Revenues are available and are budgeted in 364014 (Index) 1804 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-69

Appropriations are available and have been encumbered.
are not available and will be encumbered.

Contract No: R-226

By: [Signature]
Auditor-Controller Deputy

Date: 5/31/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of supervisors approve the agreement and authorize Health Services (Dept/Agency Head) to execute on behalf of the County Health Services (Department/Agency)

Date: 6-02-04

By: [Signature] Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy clerk

AUDITOR/CONTROLLER USE ONLY

CO	\$					
Document No.	JE Amount	Lines	H/TL	Keyed By	Date	
TC110	\$					
Auditor Description	Amount	Index	Sub object	User Code		

AGREEMENT between the COUNTY OF SANTA CRUZ

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

| Contract #R-226

Hereinafter called COUNTY and:

JANUS OF SANTA CRUZ

200 7th Avenue, Suite 150
 Santa Cruz, CA 95062

Telephone: 462-1060

Hereinafter called CONTRACTOR for: Drinking Driver Program Services

WHEREAS COUNTY has need of Drinking Driver Program Services, and;

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

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

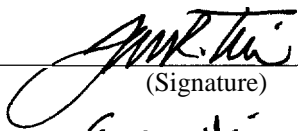
NOW, THEREFORE, the parties hereto do mutually agree as set forth in:

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

IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective: July 1, 2002 through June 30, 2005.

CONTRACTOR:

COUNTY:


 (Signature)
 Executive Director
 (Title)

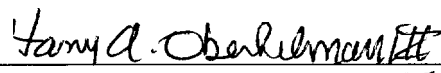
 (Signature)

 (Title)

(Reserved For County Counsel Approval)

Approved as to form:

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


 5-16-02
 (Reserved for Clerk of Board)

Amount: \$ NA

(DISTRIBUTION)

County Administrative Officer
 County Counsel
 Auditor Controller
 Health Services Agency
 Contractor

EXHIBIT A - INDIVIDUAL CONTRACTOR INFORMATION

- A1. ADMINISTRATION: County's Alcohol and Drug Program Administrator, hereinafter called County's Administrator, under the direction of the Health Services Agency Administrator, shall represent County in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of County. Contractor's Executive Director shall administer this Agreement on behalf of Contractor.
- A2. TERM: The term of this Agreement shall commence on July 1, 2002 and continue through and include June 30, 2005.
- A3. COMPENSATION FOR FEE-FOR-SERVICE CONTRACTS: County agrees to pay Contractor a total sum not to exceed Zero Dollars (\$0.00) for services performed during the term of this Agreement in accord with negotiated rates set forth in Exhibit D. In no event shall County obligation of State Drug and Alcohol Allocation base and required COUNTY funds exceed this amount.
- In no event shall County be required to pay for the cost of services which are covered by funding received by Contractor from other governmental contracts or grants.
- A4. NOTICE: Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by mail to the County's Administrator at: County of Santa Cruz, HEALTH SERVICES AGENCY, Alcohol and Drug Program, 320 Encinal Street, Santa Cruz, CA 95060, or to Contractor at: JANUS OF SANTA CRUZ, 200 7th Avenue, Suite 150, Santa Cruz, CA 95062.

COUNTY OF SANTA CRUZ

EXHIBIT B - STANDARD COUNTY/AGENCY PROVISIONS

- B1. INDEPENDENT CONTRACTOR. It is agreed that CONTRACTOR shall perform as an independent contractor under this Agreement. CONTRACTOR is, for all purposes arising out of this Agreement, an independent contractor, and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR and its employees shall in no event be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, any retirement benefits, worker's compensation benefits, and injury leave or leave benefits. The Board of Directors/Trustees of CONTRACTOR shall be vested with the responsibility for the administration of the program to be conducted under this Agreement.

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

- B2. CONTRACTORS EMPLOYEES AND EQUIPMENT. CONTRACTOR agrees that it has secured or will secure at its own expense all persons, employees and equipment unless otherwise specified, ~~that are~~ required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under CONTRACTORS supervision, by persons authorized by law to perform such services. If any arrangement is made whereby employees of COUNTY are used by CONTRACTOR, they shall, while engaged in such work, be considered for all purposes, as employees, servants, or agents of the CONTRACTOR and not of COUNTY, irrespective of party paying them.

63. RESPONSIBILITY FOR INVENTORY ITEMS.

a. Any equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars (\$1,500) is defined an inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

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

- B4. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purposes of paragraphs 4 and 33 (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:
- a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR and third persons.
 - b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- B5. ASSIGNABILITY.** The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
- B6. INTEREST OF CONTRACTOR.** CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement.
- B7. SUBCONTRACTS.** All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTOR'S relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. CONTRACTOR has legal responsibility for performance of all contract terms including those subcontracted.
- B8. POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this contract shall be used for any political activities or to further the election or defeat of any candidate for public office. No CONTRACTOR shall utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
- B9. LOBBYING.** None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures, or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(ib)(3).

- B10. 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.
- B11. 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.
- B12. ADMISSION POLICIES.** Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age (over 18), mental or physical disability, national origin, medical condition (cancer related), gender, pregnancy, marital status, or sexual orientation and that no one will be refused services because of inability to pay for services.
- a. **Nondiscrimination in Services, Benefits and Facilities.** There shall be no discrimination in the provision of services because of race, color, religion, age (over 18), mental or physical disability, national origin, medical condition (cancer related), gender, pregnancy, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this contract; subjecting a person to segregation or separate treatment in any matter related to his 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 disability, national origin, gender, or sexual orientation.

B13. 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other nonmerit factor unrelated to **job** duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider MinorityNVomenIDisabled Owned Business Enterprises in CONTRACTORs solicitation of goods and services. Definitions for MinorityNVomenIDisabledOwned Business Enterprises are available from the COUNTY General Services Purchasing Division.
- (2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with MinorityNVomenIDisabled Business Enterprises.
- (3) In the event of the CONTRACTORS non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements 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.

- B14. **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.
- B15. **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.
- B16. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
- B17. **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.
- B18. **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.
- B19. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
- B20. **VOLUNTEERS.** CONTRACTOR agrees not to fill budgeted positions with volunteer workers.

B21. TRAVELING EXPENSES, FOOD AND LODGING.

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

B22. CONTRACTOR PERSONNEL STANDARDS. The CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY'S Administrator may review resumes of all CONTRACTORS employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

B23. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz COUNTY Code, which by this reference is incorporated herein.

824. 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.

B25. NOTICE OF POSSIBLE TERMINATION FOR CAUSE.

- a. In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (14) ~~calendar~~ days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.
- b. In the event of a termination pursuant to Paragraph 25a, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 25a reduced by the amount of damages sustained by COUNTY by reason of such breach.

- B26. **TERMINATION OF AGREEMENT WITHOUT CAUSE.** This Agreement may be terminated without cause by COUNTY or the CONTRACTOR with thirty (30) days written notice.
- B27. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
828. **EXTENSION OF TIME.** COUNTY'S Administrator may extend the time for completion of CONTRACTORS performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.
- B29. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs last. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, federal auditors or the designee of either for a period of five (5) years after final payment under this Agreement.
- CONTRACTOR must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit be conducted annually if federal funds exceed \$300,00. A copy of the A-133 audit shall be submitted to COUNTY no later than eight (8) months following the end of the fiscal year being audited.
- B30. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
- B31. **DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit, performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exception by the COUNTY, State or Federal audit agency.
- B32. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Overpayments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.

833. INSURANCE.

- a. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.
- b. If CONTRACTOR utilizes subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent 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.

Types of Insurance and Minimum Limits

- (a) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.
- (b) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
- (c) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- (d) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.
- (e) CONTRACTOR agrees to carry and maintain during the entire term of this Agreement fire and extended coverage including theft insurance to adequately cover value of County's inventoriable items in the possession of Contractor. Insurance policy must name County as the loss payee.

(2) Other Insurance Provisions

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

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

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

B34. SAFETY AND INFECTION CONTROL.

- a. CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
- b. CONTRACTOR must, upon request, furnish documentation satisfactory to COUNTY'S Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.
- c. CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTORS Safety and Infection Control Policy.

B35. CULTURAL COMPETENCY. In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations. CONTRACTOR shall provide or make available to staff cultural competency training. CONTRACTORS clients whose sole language is the COUNTY'S threshold language (i.e., Spanish) shall be provided information, access and direct services in that language.

EXHIBIT C - SPECIFIC DRINKING DRIVER PROGRAM PROVISIONS

FISCAL PROVISIONS

- C1. BUDGET: Contractor agrees to provide County with a budget for services to be performed under this agreement as a basis for establishing the fee-for-service rate in Exhibit D, which shall be incorporated by reference in this agreement.
- c2. COST ALLOCATION: Contractor agrees to allocate administrative, personnel, facility, and other operating costs under this Agreement according to a cost allocation system which has been approved by County's Administrator. Contractor agrees to apply approved cost allocation system to all agency components and to permit County to examine all books and accounting records, including invoices, materials, payroll, or other data for the purpose of monitoring the cost allocation system.
- c3. REOPENING OF AGREEMENT: Contractor may submit a written request to County's Administrator to obtain approval of County to reopen Agreement. In no event shall Contractor provide services not covered under this Agreement until a written amendment to this Agreement is approved by County.
- c4. ANNUAL COST REPORT: For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide County an annual cost report within sixty (60) days following the close of such fiscal year. Such cost report shall be prepared in accordance with the cost reporting requirements of the State Department of Alcohol and Drug Programs and in accordance with any other written guidelines which may be provided by County. If this Agreement is terminated or canceled prior to the close of the fiscal year, the annual cost report shall be for that Agreement period which ends on the termination or cancellation date and copies of such report shall be submitted within sixty (60) days after such termination or cancellation.
- c5. RECORDS, AUDIT, AND INSPECTION THEREOF: Contractor agrees to maintain accurate books and accounting records kept in accordance with generally accepted accounting principles and use acceptable fund accounting methods relative to all its activities under this Agreement. CONTRACTOR agrees to retain books and accounting records pertinent to this Agreement for not less than five (5) years after final client services provided under this Agreement, or three years after end of client services if a final audit report is accepted by the County, which ever occurs first. Contractor will permit County to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls or personnel and other data relating to all matters covered by this Agreement. County shall normally provide ten (10) days notice to Contractor prior to examination of Contractor's records but reserves the right to inspect records upon demand. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this paragraph.
- C6. COMPENSATION: Compensation to Contractor for services provided under this Agreement shall be on a fee-for-services basis, and shall be made directly to Contractor by clients referred to Contractor by the County's Drinking Driver Program. Such fees shall be based upon the client's ability to pay, but shall not be in excess of the maximum allowable program fees set forth in Exhibit D of this Agreement, or in any written amendment to this Agreement. Contractor agrees to be at-risk for all costs not covered by client fees. In no event shall County be liable for any costs incurred by Contractor in providing services under this Agreement.
- c7. CLIENT FEE SCALE: Contractor must collect fees from clients receiving services under this Agreement. No client may be denied service solely on the basis of ability to pay.

MISCELLANEOUS PROVISIONS:

- C8. ATTENDANCE AND REPORTS AT ALCOHOL AND DRUG ABUSE COMMISSION MEETINGS: Contractor's Executive Director/Superintendent, or his/her designees, shall attend all duly called meetings of the Santa Cruz County Alcohol and Drug Abuse Commission (ADAC) as requested by County's Administrator. Reports to ADAC shall be given as scheduled.
- C9. MEETING ATTENDANCE: Contractor's Director of Drinking Driver Program or designee shall attend regularly scheduled providers' meetings facilitated by the County Drinking Driver Program Coordinator.
- C10. CONFORMANCE TO REGULATIONS: Contractor shall perform this Agreement in conformance with all applicable Federal, State, and local rules and regulations including, but not limited to; California Code of Regulations - Title 9 Chapter 3, provisions of AB 541 (chaptered 1981), SB 2232 (chaptered 1983), SB 1344 (chaptered 1989), SB 1623 (chaptered 1990), AB 762 (chaptered 1998), SB 1176 (chaptered 1998) and applicable facility and professional licensure and/or certification laws. Failure to operate in conformance with licensing/certification requirements may result in termination of Agreement.
- C11. CALIFORNIA LAW: This Agreement shall be construed and interpreted according to the laws of the State of California.
- C12. INSURANCE: In addition to insurance provisions in Exhibit B, contractor shall also forward proof of coverage of all policies before their expiration date to County Administrator (Alcohol and Drug Program Administrator, P.O. Box 962, Santa Cruz, Ca. 95061).
- C13. PERSONNEL POLICIES: In addition to personnel standards in Exhibit B, Contractor shall have written personnel policies and shall make its personnel policies accessible to employees and to County.
- C14. REAL PROPERTY DISCLOSURES: If Contractor is renting, leasing or subleasing any real property where persons are to receive services hereunder, Contractor shall prepare and submit to County's Administrator, upon request, an affidavit sworn to and executed by Contractor's duly constituted officers containing a detailed description of all existing and pending rental agreements, leases and subleases. The description shall include: the term (duration) of such rental agreement, the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, and the full names and addresses of all parties who stand in position of lessor or sublessor. If the lessor or sublessor is a private corporation, affidavit shall disclose a listing of all officers and shareholders. If lessor or sublessor is a partnership, it shall disclose a listing of all general and limited partners thereof. True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be made available to County upon request.

C15. **CLIENT RECORDS:** Contractor shall maintain individual client records for each client. Such records must contain copies of data from County Drinking Driver Program office (i.e. sentencing and referral information from courts, completion/termination data, client progress report form, correspondence, etc.), client assessment information, record of services provided, and record of referrals to community resources. Records shall also include identifying data, social and financial data and a record of service provided by various personnel in sufficient detail to make possible evaluation by County's Administrator, or his/her designee, of services rendered. County, at its option, may take custody of Contractor's client records upon termination of services by Contractor or upon revocation of program licensure by the State Department of Alcohol and Drug Programs. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. County agrees it shall maintain Contractor's client records in its possession for a period of 4 years after client completion or termination of a program, and shall grant Contractor access to said records for purpose of litigation and /or corporate business.

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

C17. **SCOPE OF SERVICES:** Contractor agrees to provide the following services:

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

#1. Wet Reckless Program: Compliance with minimum requirements for operation of SB 1176 "Wet Reckless" Programs by the State Department of Alcohol and Drug Programs and included herein by reference.

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

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

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

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

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

- C18. **ADMISSION POLICIES:** First Offender clients age 21 and older at the time of the original sentencing must attend an adult drinking driver program. First Offender clients under age 21 at the time of original sentencing must attend a young adult program.
- C19. **LENGTH OF PROGRAM:** The length of the Wet Reckless, 3-month and Extended First Offense Programs shall comply with the requirements of the Title 9, Chapter 3, California Code of Regulations. The 3-month Program shall be a minimum of three months, including rescheduled missed client sessions, and the Extended First Offender Program shall be a minimum of six months, including rescheduled missed client sessions. Length of Multiple Offense Program shall meet requirements of Title 9, Chapter 3, California Code of Regulations.
- C20. **REPORTING REQUIREMENTS:** Programs shall report successful completion or failure to participate or complete to the Drinking Driver Program office within fifteen calendar days, or to out-of-county sending agencies as required by the State or Title 9 regulations.
- C21. **PROGRAM PROTOCOL:** First and multiple offense program protocol is defined in "Proposal for First and Multiple Offense Drinking Driver Services", dated May 1, 1985, "Amendment to the ALTO Counseling Center Multiple Offender Drinking Driver Program", dated January 29, 1990, and "Protocol for First Offense Services", dated June 30, 1990. Protocols are considered updated by Contractor's re-licensure applications as they are approved by the County and the State Department of Alcohol and Drug Programs. Protocol, with updates, shall be consistent with California State Health and Safety Code, Chapter 9, part II, Division 10.5, sec. 11837 and 11838 and Title 9, Chapter 3, sections 9795 et seq., California Code of Regulations, Requested modifications to protocol shall be submitted in writing to County Alcohol Program Administrator for review and recommendations for approval prior to submission of modifications to the State Department of Alcohol and Drug Programs.
- C22. **CLIENT REFERRAL:** County shall act as the intermediary between County courts and Contractor on all matters relating to clients of Drinking Driver Programs. Recognizing that the first priority of the Drinking Driver Program is to provide an alcohol education, intervention and treatment service to the residents of the County, it shall be the intent of the County to process referrals on the basis of meeting client needs to the extent possible, while maintaining, insofar as possible, equity in the distribution of referrals among all licensed Drinking Driver Programs.
- C23. **AIDS PROTOCOL:** Contractor shall develop a protocol on Acquired Immune Deficiency Syndrome (AIDS) as it relates to the services provided by the contractor. The protocol shall address staff training, client information, and treatment environment. The AIDS protocol shall be developed in consultation with the County's Administrator and shall be submitted to the County's Administrator for approval.
- C24. **CLIENT SCHEDULE OPTIONS.** CONTRACTOR shall maximize its accessibility to clients by providing face-to-face individual and group appointment options during both weekday hours and evenings or weekends, whenever possible. .

EXHIBIT D - DRINKING DRIVER PROGRAM FISCAL PROVISIONS

D1. **PROGRAM FEES:** Pending State approval of fees, contractor shall be compensated on the basis of the following maximum fee-for-service rate:

- #A. \$240 per Wet Reckless client enrolled
- #B. \$563 per 3-month First Offense client enrolled
- #C. \$680 per 6-month First Offense client enrolled
- #D. \$1,231 per 12-month Multiple Offense client enrolled
(arrested before January 1, 1990)
- #E. \$1,483 per 18-month Multiple Offense client enrolled
(arrested on January 1, 1990 and after)

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

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

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

7.0% of gross program revenue collected (without County Referral/tracking fee revenue)

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

4.0% of gross program revenue collected (without County Referral/Tracking fee revenue)

The above fees shall be remitted to County according to conditions set forth below. This rate shall be subject to change according to the provisions of "CHANGES IN FEES, below.

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

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

Providers may annually submit requests for program fee increases tied to the regional Consumer Price Index, which the Alcohol and Drug Program Administrator may approve by July 1 if warranted by the regional Consumer Price Index. County review of cost reports for the year in which increases were approved, occurring after submission of provider cost reports sixty days after the end of the fiscal year, will be reviewed as part of determining whether additional increases are needed, or whether future increases should be delayed.

D4. **ALLOWABLE SURPLUS:** Fees collected by Contractor from Drinking Driver Program clients shall be expended solely for Drinking Driver Program activities as defined in Exhibit C, as verified by the annual cost report, with the exception of allowable surplus (surplus which is ten percent or less of program revenue from total participant fees per annum, as defined in the County's policy, "Provider Report and Expenditure of Surplus Revenue"). Expenditure of allowable surplus may be made at the discretion of Contractor, as specified in that policy. The cost report is subject to audit by State and/or County.

D5. **EXCESS SURPLUS:** Client fees, collected by Contractor as a result of providing services under this Agreement, in excess of the allowable surplus as defined in the County's policy, "Provider Report and Expenditure of Surplus Revenue", shall be used to support, enhance or enrich Contractor's drinking driver program. Except for allowable surplus, said funds may not be used to offset costs of other services provided by Contractor and may not be retained by Contractor as profit. All client fee revenue collected by Contractor under this Agreement shall be reported to County as specified in Exhibit D of this Agreement, and in the County's policy, "Provider Report and Expenditure of Surplus Revenue".

D6. **ROLLOVER OF FEES REVENUE:** Fees collected in one fiscal year may be rolled-over into the following fiscal year in compliance with the County's policy, "Provider Report and Expenditure of Surplus Revenue".

D7. **FULL COMPENSATION:** It is expressly understood and agreed that this Agreement constitutes the entire agreement of Contractor and County and in no event shall Contractor be entitled to any compensation, benefits, reimbursements, or ancillary services other than as herein expressly provided.

D8. **ACCOUNTS RECEIVABLE:** In the event that Contractor or County terminates this Agreement, County shall retain its interest in the accounts receivable which were a result of Contractor conducting business under this Agreement for County. County's interest in County Administrative/Monitoring and Referral/Tracking fees shall be assigned to County.

D9. ANNUAL AUDIT: Contractors who are recipients of \$300,000 or more of federal funds must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions. Audits shall usually be performed annually but not less frequently than every two years (if electing to do an audit every other year, the audit must be for both fiscal years). Recipients of less than \$300,000 a year in federal funds are exempt from A-133 audit requirements based upon a 1995 waiver received by the State Alcohol and Drug Department. Only costs of audits performed under Circular A-133 can be charged to the federal award.

An annual program specific audit will be required of contractors who receive from \$100,000 up to \$300,000 a year. Contractors who receive less than \$100,000 may be required by the County to have an audit, and will be notified in writing by the County Alcohol and Drug Program of any audit requirement and the due date. The scope of the audit and auditor's opinion shall include tracing a sample of units of service or costs charged to the contract to source documents. Any exceptions on units of service or costs shall be reported as adjustments in the audit report. Contractors having independent audits shall submit a copy of all audit reports, comments on findings and recommendations, and corrective action plans to the County Alcohol and Drug Program Administrator within 15 days of receipt of the audit report. County may withhold payment of claims until such reports are received.

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

Exhibit E, 2002-2003

COUNTY OF SANTA CRUZ
Exhibit E - Revisions

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

	There are no revised paragraphs in this Agreement.
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XX	Paragraph "3" of Exhibit "A" is hereby revised to read as follows:
<p>COMPENSATION FOR CLIENT FEE-SUPPORTED CONTRACTS: Compensation to Contractor for services provided under this Agreement shall be on a client fee-for-services basis, and shall be made directly to Contractor by clients.</p>	

XX	Paragraph "3a" of Exhibit "B" is hereby revised to read as follows:
<p>RESPONSIBILITY FOR INVENTORY ITEMS.</p> <p>a. Any equipment, materials, supplies, or property of any kind purchased from funds advanced, reimbursed or funded under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars is defined an inventory item. Exclusive of items purchased by CONTRACTORs' client fee-supported programs covered under this Agreement, all such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.</p>	

XX	Paragraph "19" of Exhibit "B" is hereby revised to read as follows:
<p>ACKNOWLEDGMENT. For client fee-supported programs covered under this Agreement, CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has contracted for these client fee-supported programs with the CONTRACTOR.</p>	

XX	Paragraph "27" of Exhibit "B" is hereby revised to read as follows:
<p>TERMINATION DUE TO CESSATION OF FUNDING. Exclusive of client fee-supported programs covered under this Agreement, COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.</p>	

XX	Paragraph "28" of Exhibit "B" is hereby revised to read as follows:
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EXTENSION OF TIME. Exclusive of client fee-supported programs covered under this Agreement, COUNTY'S Administrator may extend the time for completion of CONTRACTORS performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.
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XX	Paragraph "29" of Exhibit "B" is hereby deleted. (See C 5.)
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XX	Paragraph "30" of Exhibit "B" is hereby revised to read as follows:
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WITHHOLDING OF PAYMENT. Exclusive of client fee-supported programs covered under this Agreement, COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.

XX	Paragraph "31" of Exhibit "B" is hereby revised to read as follows:
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AUDIT REQUIREMENTS: CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement.
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XX	Paragraph "32" of Exhibit "B" is hereby revised to read as follows:
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OVERPAYMENTS. Exclusive of client fee-supported programs covered under this Agreement, overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Overpayments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) Percent Per annum.

	An addition to said Agreement shall be as follows:
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EXHIBIT F-1

ASSURANCE OF NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES
RECEIVING STATE FINANCIAL ASSISTANCE

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

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

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

Janus of Santa Cruz
200 7th Avenue, Suite 150
Santa Cruz, CA 95062



(Authorized Official)

(Date) 5/21/02

EXHIBIT F-2

ASSURANCES REGARDING THE NO UNLAWFUL
USE OF DRUGS OR ALCOHOL

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

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

Printed Name*

JAN R. TICE



Original Signature*

Executive Director 5/21/02

Title

Date

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

ADP 7290 (4/92)

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0178

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency

(Department)

BY:

[Signature]
Signature certifies that appropriations/revenues are available

(Signature) 5/25/02 (Date)

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☒

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

1. Said agreement is between the County of Santa Cruz, Health Services - APP (Department/Agency)

and Triad Community Services, 5271 Scotts Valley Drive, Suite 200, (Name/Address)
Scotts Valley, CA 95066

2. The agreement will provide for authorization to operate a Young Adult 3-month First Offender,
Young Adult Extended First Offense and Young Adult Wet Reckless
Drinking Driver Program.

3. Wioftheagreement is from July 1, 2002 to June 30, 2005

4. Anticipated Cost is \$ None - Revenue Agreeemnt \$6,799 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: This is a Revenue Agreement. Clients pay fees to provider for services. County
will receive Administration/Monitoring and Referral/Tracking fees.

5. Detail: ☐ On Continuing Agreements List for FY - Page CC- Contract No: OR ☐ 1st Time Agreement

☐ Section II No Board letter required, will be listed under Item 8

☐ Section III Board letter required

☒ Section IV Revenue Agreement

Revenue	\$4,370	1616
364014	\$2,429 (Index)	1619

6. Appropriations/Revenues are available and are budgeted in (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

are available and have been
Appropriations are not will be encumbered.

Contract No: R-434

By: *[Signature]*
Auditor-Controller Deputy

Date: 5/31/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Health Services (Dept/Agency Head) to execute on behalf of the County Health Services

(Department/Agency)

Date: 6-04-02

By: *[Signature]*
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 20__

ADM - 29 (8/01)

Title II, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$					
Document No.	JE Amount	Lines	H/TL	Keyed By	Date	

TC 110	Auditor Description	\$Amount	Index	/Sub object	User Code	
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28

AGREEMENT between the COUNTY OF SANTA CRUZ

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

Contract #R-434

Hereinafter called COUNTY and:

TRIAD COMMUNITY SERVICES

5271 Scotts Valley Drive, Suite 200
 Scotts Valley, CA 95066

Telephone: 438-3521

Hereinafter called CONTRACTOR for: Drinking Driver Program Services

WHEREAS COUNTY has need of Drinking Driver Program Services, and;

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

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

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

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

IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective: July 1, 2002 through June 30, 2005.

CONTRACTOR:

COUNTY:

Charles A. &&
 (Signature)

(Signature)

Dee-Ann D. D. D.
 (Title)

(Title)

(Reserved For County Counsel Approval)
 Approved as to form:

Index # 364014
 Subobject # 1616, 1619

Harry A. Oberhelman III
5-16-02

Amount: \$ NA

(Reserved for Clerk of Board)

(DISTRIBUTION)

County Administrative Officer
 County Counsel
 Auditor Controller
 Health Services Agency
 Contractor

EXHIBIT A - INDIVIDUAL CONTRACTOR INFORMATION

- A1. **ADMINISTRATION:** County's Alcohol and Drug Program Administrator, hereinafter called County's Administrator, under the direction of the Health Services Agency Administrator, shall represent County in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of County. Contractor's Executive Director shall administer this Agreement on behalf of Contractor.
- A2. **TERM:** The term of this Agreement shall commence on July 1, 2002 and continue through and include June 30, 2005.
- A3. **COMPENSATION FOR FEE-FOR-SERVICE CONTRACTS:** County agrees to pay Contractor a total sum not to exceed Zero Dollars (\$0.00) for services performed during the term of this Agreement in accord with negotiated rates set forth in Exhibit D. In no event shall County obligation of State Drug and Alcohol Allocation base and required COUNTY funds exceed this amount.
- In no event shall County be required to pay for the cost of services which are covered by funding received by Contractor from other governmental contracts or grants.
- A4. **NOTICE:** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by mail to the County's Administrator at: County of Santa Cruz, HEALTH SERVICES AGENCY, Alcohol and Drug Program, 320 Encinal Street, Santa Cruz, CA 95060, or to Contractor at: TRIAD COMMUNITY SERVICES, 5271 Scotts Valley Drive, Suite 200, Scotts Valley, CA 95066.

COUNTY OF SANTA CRUZ

EXHIBIT B - STANDARD COUNTY/AGENCY PROVISIONS

- B1. **INDEPENDENT CONTRACTOR.** It is agreed that CONTRACTOR shall perform as an independent contractor under this Agreement. CONTRACTOR is, for all purposes arising out of this Agreement, an independent contractor, and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR and its employees shall in no event be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, any retirement benefits, worker's compensation benefits, and injury leave or leave benefits. The Board of Directors/Trustees of CONTRACTOR shall be vested with the responsibility for the administration of the program to be conducted under this Agreement.

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

- B2. **CONTRACTORS EMPLOYEES AND EQUIPMENT.** CONTRACTOR agrees that it has secured or will secure at its own expense all persons, employees and equipment unless otherwise specified, ~~that are~~ required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under CONTRACTORS supervision, by persons authorized by law to perform such services. If any arrangement is made whereby employees of COUNTY are used by CONTRACTOR, they shall, while engaged in such work, be considered for all purposes, as employees, servants, or agents of the CONTRACTOR and not of COUNTY, irrespective of party paying them.

- B3. **RESPONSIBILITY FOR INVENTORY ITEMS.**

a. Any equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars (\$1,500) is defined an inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

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

- B4. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purposes of paragraphs 4 and 33 (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:
- a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR and third persons.
 - b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- B5. **ASSIGNABILITY.** The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
- B6. **INTEREST OF CONTRACTOR.** CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement.
- B7. **SUBCONTRACTS.** All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTORS relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. CONTRACTOR has legal responsibility for performance of all contract terms including those subcontracted.
- B8. **POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this contract shall be used for any political activities or to further the election or defeat of any candidate for public office. No CONTRACTOR shall utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
- B9. **LOBBYING.** None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures, or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(ib)(3).

BIO. 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.

B11. 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.

B12. ADMISSION POLICIES. Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age (over 18), mental or physical disability, national origin, medical condition (cancer related), gender, pregnancy, marital status, or sexual orientation and that no one will be refused services because of inability to pay for services.

a. **Nondiscrimination in Services, Benefits and Facilities.** There shall be no discrimination in the provision of services because of race, color, religion, age (over 18), mental or physical disability, national origin, medical condition (cancer related), gender, pregnancy, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this contract; subjecting a person to segregation or separate treatment in any matter related to his 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 disability, national origin, gender, or sexual orientation.

B13. 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over **18**), veteran status, gender, pregnancy, or any other nonmerit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over **18**), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider MinorityNVomenIDisabledOwned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for MinorityNVomenIDisabledOwned Business Enterprises are available from the COUNTY General Services Purchasing Division.
- (2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with MinorityNVomenIDisabledBusiness Enterprises.
- (3) In the event of the CONTRACTORS non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements 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.

- B14. 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.
- B15. 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.
- B16. REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
- B17. 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.
- B18. 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.
- B19. ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
- B20. VOLUNTEERS.** CONTRACTOR agrees not to fill budgeted positions with volunteer workers.

B21. TRAVELING EXPENSES, FOOD AND LODGING.

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

B22. CONTRACTOR PERSONNEL STANDARDS. The CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY'S Administrator may review resumes of all CONTRACTOR'S employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

B23. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz COUNTY Code, which by this reference is incorporated herein.

B24. CHANGES.

- a. COUNTY may from time to time request changes in the scope of the services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of 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.

B25. NOTICE OF POSSIBLE TERMINATION FOR CAUSE.

- a. In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (14) ~~calendar~~ days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.
- b. In the event of a termination pursuant to Paragraph 25a, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 25a reduced by the amount of damages sustained by COUNTY by reason of such breach.

- B26. **TERMINATION OF AGREEMENT WITHOUT CAUSE.** This Agreement may be terminated without cause by COUNTY or the CONTRACTOR with thirty (30) days written notice.
- B27. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
- B28. **EXTENSION OF TIME.** COUNTY'S Administrator may extend the time for completion of CONTRACTORS performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.
- B29. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs last. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, federal auditors or the designee of either for a period of five (5) years after final payment under this Agreement.
- CONTRACTOR must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit be conducted annually if federal funds exceed \$300,00. A copy of the A-133 audit shall be submitted to COUNTY no later than eight (8) months following the end of the fiscal year being audited.
- B30. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
- B31. **DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit, performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exception by the COUNTY, State or Federal audit agency.
- B32. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Overpayments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.

B33. INSURANCE.

- a. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.
- b. If CONTRACTOR utilizes subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTORS Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

(1) Types of Insurance and Minimum Limits

- (a) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.
- (b) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
- (c) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- (d) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.
- (e) CONTRACTOR agrees to carry and maintain during the entire term of this Agreement fire and extended coverage including theft insurance to adequately cover value of County's inventoriable items in the possession of Contractor. Insurance policy must name County as the loss payee.

(2) Other Insurance Provisions

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

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

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

834. SAFETY AND INFECTION CONTROL.

- a. CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
- b. CONTRACTOR must, upon request, furnish documentation satisfactory to COUNTY'S Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.
- c. CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTORS Safety and Infection Control Policy.

B35. CULTURAL COMPETENCY. In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes and policies that enable staff to work effectively in cross-cultural situations. CONTRACTOR shall provide or make available to staff cultural competency training. CONTRACTORS clients whose sole language is the COUNTY'S threshold language (i.e., Spanish) shall be provided information, access and direct services in that language.

EXHIBIT C - SPECIFIC DRINKING DRIVER PROGRAM PROVISIONS

FISCAL PROVISIONS

- C1. BUDGET: Contractor agrees to provide County with a budget for services to be performed under this agreement as a basis for establishing the fee-for-service rate in Exhibit D, which shall be incorporated by reference in this agreement.
- c2. COST ALLOCATION: Contractor agrees to allocate administrative, personnel, facility, and other operating costs under this Agreement according to a cost allocation system which has been approved by County's Administrator. Contractor agrees to apply approved cost allocation system to all agency components and to permit County to examine all books and accounting records, including invoices, materials, payroll, or other data for the purpose of monitoring the cost allocation system.
- c3. REOPENING OF AGREEMENT: Contractor may submit a written request to County's Administrator to obtain approval of County to reopen Agreement. In no event shall Contractor provide services not covered under this Agreement until a written amendment to this Agreement is approved by County.
- c4. ANNUAL COST REPORT: For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide County an annual cost report within sixty (60) days following the close of such fiscal year. Such cost report shall be prepared in accordance with the cost reporting requirements of the State Department of Alcohol and Drug Programs and in accordance with any other written guidelines which may be provided by County. If this Agreement is terminated or canceled prior to the close of the fiscal year, the annual cost report shall be for that Agreement period which ends on the termination or cancellation date and copies of such report shall be submitted within sixty (60) days after such termination or cancellation.
- c5. RECORDS, AUDIT, AND INSPECTION THEREOF: Contractor agrees to maintain accurate books and accounting records kept in accordance with generally accepted accounting principles and use acceptable fund accounting methods relative to all its activities under this Agreement. CONTRACTOR agrees to retain books and accounting records pertinent to this Agreement for not less than five (5) years after final client services provided under this Agreement, or three years after end of client services if a final audit report is accepted by the County, which ever occurs first. Contractor will permit County to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls or personnel and other data relating to all matters covered by this Agreement. County shall normally provide ten (10) days notice to Contractor prior to examination of Contractor's records but reserves the right to inspect records upon demand. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this paragraph.
- C6. COMPENSATION: Compensation to Contractor for services provided under this Agreement shall be on a fee-for-services basis, and shall be made directly to Contractor by clients referred to Contractor by the County's Drinking Driver Program. Such fees shall be based upon the client's ability to pay, but shall not be in excess of the maximum allowable program fees set forth in Exhibit D of this Agreement, or in any written amendment to this Agreement. Contractor agrees to be at-risk for all costs not covered by client fees. In no event shall County be liable for any costs incurred by Contractor in providing services under this Agreement.
- c7. CLIENT FEE SCALE: Contractor must collect fees from clients receiving services under this Agreement. No client may be denied service solely on the basis of ability to pay.

MISCELLANEOUS PROVISIONS:

- C8. **ATTENDANCE AND REPORTS AT ALCOHOL AND DRUG ABUSE COMMISSION MEETINGS:** Contractor's Executive Director/Superintendent, or his/her designees, shall attend all duly called meetings of the Santa Cruz County Alcohol and Drug Abuse Commission (ADAC) as requested by County's Administrator. Reports to ADAC shall be given as scheduled.
- C9. **MEETING ATTENDANCE:** Contractor's Director of Drinking Driver Program or designee shall attend regularly scheduled providers' meetings facilitated by the County Drinking Driver Program Coordinator.
- C10. **CONFORMANCE TO REGULATIONS:** Contractor shall perform this Agreement in conformance with all applicable Federal, State, and local rules and regulations including, but not limited to; California Code of Regulations - Title 9 Chapter 3, provisions of AB 541 (chaptered 1981), SB 2232 (chaptered 1983), SB 1344 (chaptered 1989), **SB** 1623 (chaptered 1990), AB 762 (chaptered 1998), SB 1176 (chaptered 1998) and applicable facility and professional licensure and/or certification laws. Failure to operate in conformance with licensing/certification requirements may result in termination of Agreement.
- C11. **CALIFORNIA LAW:** This Agreement shall be construed and interpreted according to the laws of the State of California.
- C12. **INSURANCE:** In addition to insurance provisions in Exhibit B, contractor shall also forward proof of coverage of all policies before their expiration date to County Administrator (Alcohol and Drug Program Administrator, P.O. Box 962, Santa Cruz, Ca. 95061).
- C13. **PERSONNEL POLICIES:** In addition to personnel standards in Exhibit B, Contractor shall have written personnel policies and shall make its personnel policies accessible to employees and to County.
- C14. **REAL PROPERTY DISCLOSURES:** If Contractor is renting, leasing or subleasing any real property where persons are to receive services hereunder, Contractor shall prepare and submit to County's Administrator, upon request, an affidavit sworn to and executed by Contractor's duly constituted officers containing a detailed description of all existing and pending rental agreements, leases and subleases. The description shall include: the term (duration) of such rental agreement, the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, and the full names and addresses of all parties who stand in position of lessor or sublessor. If the lessor or sublessor is a private corporation, affidavit shall disclose a listing of all officers and shareholders. If lessor or sublessor is a partnership, it shall disclose a listing of all general and limited partners thereof. True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be made available to County upon request.

- C15. **CLIENT RECORDS:** Contractor shall maintain individual client records for each client. Such records must contain copies of data from County Drinking Driver Program office (i.e. sentencing and referral information from courts, completion/termination data, client progress report form, correspondence, etc.), client assessment information, record of services provided, and record of referrals to community resources. Records shall also include identifying data, social and financial data and a record of service provided by various personnel in sufficient detail to make possible evaluation by County's Administrator, or his/her designee, of services rendered. County, at its option, may take custody of Contractor's client records upon termination of services by Contractor or upon revocation of program licensure by the State Department of Alcohol and Drug Programs. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. County agrees it shall maintain Contractor's client records in its possession for a period of 4 years after client completion or termination of a program, and shall grant Contractor access to said records for purpose of litigation and /or corporate business.
- C16. **DEFINITION OF CLIENT:** For the purposes of this Agreement, a client shall be defined as any individual who has enrolled in Contractor's drinking driver program.
- C17. **SCOPE OF SERVICES:** Contractor agrees to provide the following services:
- #A. **YOUNG ADULT FIRST OFFENSE DRINKING DRIVER PROGRAM** services in compliance with SB 1344, SB 1623, AB 762 and SB 1176, and provider's SB 1344 protocol, incorporated herein by reference. The protocol is considered updated by Contractor's re-licensure applications as they are approved by the County and the State Department of Alcohol and Drug Programs. Service levels include:
 - #1. **Wet Reckless Program:** Compliance with minimum requirements for operation of SB 1176 "Wet Reckless" Programs by the State Department of Alcohol and Drug Programs and included herein by reference.
 - #2. **Young Adult Three-month First Offender Program -** For young adult first offenders with a Blood Alcohol Content of under .20, compliance with minimum requirements for operation of SB 38, SB 1344, and SB 1623 Drinking Driver Programs by the State Department of Alcohol and Drug Programs and included herein by reference. The program shall also include the monitoring of at least 12 Alcoholics Anonymous sessions or other self-help meetings.
 - #3. **Extended (Six-month) Young Adult First Offender Program -** For young adult first offenders with a Blood Alcohol Content of .20 and above, who have been court-ordered to an extended First Offender Program, compliance with minimum requirements for operation of AB 762 Drinking Driver Programs by the State Department of Alcohol and Drug Programs and included herein by reference. The program shall also include the monitoring of at least 12 Alcoholics Anonymous sessions or other self-help meetings.
- C18. **ADMISSION POLICIES:** First Offender clients age 21 and older at the time of the original sentencing must attend an adult drinking driver program. First Offender clients under age 21 at the time of original sentencing must attend a young adult program.
- C19. **LENGTH OF PROGRAM:** The length of the Wet Reckless, 3-month and Extended First Offense Programs shall comply with the requirements of the Title 9, Chapter 3, California Code of Regulations. The 3-month Program shall be a minimum of three months, including rescheduled missed client sessions, and the Extended First Offender Program shall be a minimum of six months, including rescheduled missed client sessions.
- C20. **REPORTING REQUIREMENTS:** Programs shall report successful completion or failure to participate or complete to the Drinking Driver Program office within fifteen calendar days, or to out-of-county sending agencies as required by the State or Title 9 regulations.

- c21. **PROGRAM PROTOCOL:** First offense program protocol is defined in "Triad First Offender Drinking Driver Program Application", dated June 18, 1990. The protocol is considered updated by Contractor's re-licensure applications as they are approved by the County and the State Department of Alcohol and Drug Programs. Protocol and updates shall be consistent with California State Health and Safety Code, Chapter 9, part II, Division 10.5, sec. 11837 and 11838 and Title 9, Chapter 3, sections 9795 et sec., California Code of Regulations, Requested modifications to protocol shall be submitted in writing to County Alcohol Program Administrator for review and recommendations for approval prior to submission of modifications to the State Department of Alcohol and Drug Programs.
- C22. **CLIENT REFERRAL:** County shall act as the intermediary between County courts and Contractor on all matters relating to clients of Drinking Driver Programs. Recognizing that the first priority of the Drinking Driver Program is to provide an alcohol education, intervention and treatment service to the residents of the County, it shall be the intent of the County to process referrals on the basis of meeting client needs to the extent possible, while maintaining, insofar as possible, equity in the distribution of referrals among all licensed Drinking Driver Programs.
- C23. **AIDS PROTOCOL:** Contractor shall develop a protocol on Acquired Immune Deficiency Syndrome (AIDS) as it relates to the services provided by the contractor. The protocol shall address staff training, client information, and treatment environment. The AIDS protocol shall be developed in consultation with the County's Administrator and shall be submitted to the County's Administrator for approval.
- C24. **CLIENT SCHEDULE OPTIONS.** CONTRACTOR shall maximize its accessibility to clients by providing face-to-face individual and group appointment options during both weekday hours and evenings or weekends, whenever possible.

EXHIBIT D - DRINKING DRIVER PROGRAM FISCAL PROVISIONS

D1. PROGRAM FEES: Pending State approval of fees, contractor shall be compensated on the basis of the following maximum fee-for-service rate:

- #A. \$258 per Wet Reckless client enrolled
- #B. \$639 per 3-month First Offense client enrolled
- #C. \$823 per 6-month First Offense client enrolled

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

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

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

7.0% of gross program revenue collected (without County Referral/tracking fee revenue)

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

4.0% of gross program revenue collected (without County Referral/tracking fee revenue)

The above fees shall be remitted to County according to conditions set forth below. This rate shall be subject to change according to the provisions of "CHANGES IN FEES", below.

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

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

Providers may annually submit requests for program fee increases tied to the regional Consumer Price Index, which the Alcohol and Drug Program Administrator may approve by July 1 if warranted by the regional Consumer Price Index. County review of cost reports for the year in which increases were approved, occurring after submission of provider cost reports sixty days after the end of the fiscal year, will be reviewed as part of determining whether additional increases are needed, or whether future increases should be delayed.

D4. **ALLOWABLE SURPLUS:** Fees collected by Contractor from Drinking Driver Program clients shall be expended solely for Drinking Driver Program activities as defined in Exhibit C, as verified by the annual cost report, with the exception of allowable surplus (surplus which is ten percent or less of program revenue from total participant fees per annum, as defined in the County's policy, "Provider Report and Expenditure of Surplus Revenue"). Expenditure of allowable surplus may be made at the discretion of Contractor, as specified in that policy. The cost report is subject to audit by State and/or County.

D5. **EXCESS SURPLUS:** Client fees, collected by Contractor as a result of providing services under this Agreement, in excess of the allowable surplus as defined in the County's policy, "Provider Report and Expenditure of Surplus Revenue", shall be used to support, enhance or enrich Contractor's drinking driver program. Except for allowable surplus, said funds may not be used to offset costs of other services provided by Contractor and may not be retained by Contractor as profit. All client fee revenue collected by Contractor under this Agreement shall be reported to County as specified in Exhibit D of this Agreement, and in the County's policy, "Provider Report and Expenditure of Surplus Revenue".

D6. **ROLLOVER OF FEES REVENUE:** Fees collected in one fiscal year may be rolled-over into the following fiscal year in compliance with the County's policy, "Provider Report and Expenditure of Surplus Revenue".

D7. **FULL COMPENSATION:** It is expressly understood and agreed that this Agreement constitutes the entire agreement of Contractor and County and in no event shall Contractor be entitled to any compensation, benefits, reimbursements, or ancillary services other than as herein expressly provided.

D8. **ACCOUNTS RECEIVABLE:** In the event that Contractor or County terminates this Agreement, County shall retain its interest in the accounts receivable which were a result of Contractor conducting business under this Agreement for County. County's interest in County Administrative/Monitoring and Referral/Tracking fees shall be assigned to County.

D9. **ANNUAL AUDIT:** Contractors who are recipients of \$300,000 or more of federal funds must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions. Audits shall usually be performed annually but not less frequently than every two years (if electing to do an audit every other year, the audit must be for both fiscal years). Recipients of less than \$300,000 a year in federal funds are exempt from A-133 audit requirements based upon a 1995 waiver received by the State Alcohol and Drug Department. Only costs of audits performed under Circular A-133 can be charged to the federal award.

An annual program specific audit will be required of contractors who receive from \$100,000 up to \$300,000 a year. Contractors who receive less than \$100,000 may be required by the County to have

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

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

Exhibit E, 2002-2003**COUNTY OF SANTA CRUZ
Exhibit E - Revisions**

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

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

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

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

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

RESPONSIBILITY FOR INVENTORY ITEMS.

a. Any equipment, materials, supplies, or property of any kind purchased from funds advanced, reimbursed or funded under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars is defined an inventory item. Exclusive of items purchased by CONTRACTORs client fee-supported programs covered under this Agreement, all such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

XX	Paragraph "19" of Exhibit "B" is hereby revised to read as follows:
----	---

ACKNOWLEDGMENT. For client fee-supported programs covered under this Agreement, CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has contracted for these client fee-supported programs with the CONTRACTOR.	
--	--

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

TERMINATION DUE TO CESSATION OF FUNDING. Exclusive of client fee-supported programs covered under this Agreement, COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.	
--	--

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

EXTENSION OF TIME. Exclusive of client fee-supported programs covered under this Agreement, COUNTY'S Administrator may extend the time for completion of CONTRACTOR'S performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.

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

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

WITHHOLDING OF PAYMENT. Exclusive of client fee-supported programs covered under this Agreement, COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.

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

AUDIT REQUIREMENTS: CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement.

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

OVERPAYMENTS. Exclusive of client fee-supported programs covered under this Agreement, overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Overpayments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.

	An addition to said Agreement shall be as follows:

Exhibit E, 2002-2003

COUNTY OF SANTA CRUZ
Exhibit E - Revisions

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

I	There are no revised paragraphs in this Agreement.
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XX	Paragraph "3" of Exhibit "A" is hereby revised to read as follows:
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COMPENSATION FOR CLIENT FEE-SUPPORTED CONTRACTS: Compensation to Contractor for services provided under this Agreement shall be on a client fee-for-services basis, and shall be made directly to Contractor by clients.

XX	Paragraph "3a" of Exhibit "B" is hereby revised to read as follows:
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RESPONSIBILITY FOR INVENTORY ITEMS.

a. Any equipment, materials, supplies, or property of any kind purchased from funds advanced, reimbursed or funded under the terms of this Agreement having a useful life of three years or greater and a value in excess of ~~fifteen hundred~~ **three hundred** dollars is defined an inventory item. Exclusive of items purchased by CONTRACTORs client fee-supported programs covered under this Agreement, all such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

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ACKNOWLEDGMENT. For client fee-supported programs covered under this Agreement, CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has contracted for these client fee-supported programs with the CONTRACTOR.

XX	Paragraph "27" of Exhibit "B" is hereby revised to read as follows:
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XX	Paragraph "28" of Exhibit " B is hereby revised to read as follows:
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EXTENSION OF TIME. Exclusive of client fee-supported programs covered under this Agreement, COUNTY'S Administrator may extend the time for completion of CONTRACTORS performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.
--

XX	Paragraph "29" of Exhibit " B is hereby deleted. (See C 5.)
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XX	Paragraph "30" of Exhibit "B" is hereby revised to read as follows:
----	---

WITHHOLDING OF PAYMENT. Exclusive of client fee-supported programs covered under this Agreement, COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Aareement.

XX	Paragraph "31" of Exhibit "B" is hereby revised to read as follows:
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AUDIT REQUIREMENTS: CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement.
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XX	Paragraph "32" of Exhibit "B" is hereby revised to read as follows:
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OVERPAYMENTS. Exclusive of client fee-supported programs covered under this Agreement, overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Overpayments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.

	An addition to said Agreement shall be as follows:

EXHIBIT F-1

ASSURANCE OF NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES
RECEIVING STATE FINANCIAL ASSISTANCE

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

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

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

Triad Community Services
5271 Scotts Valley Drive, Suite 200
Scotts Valley, CA 95066


(Authorized Official)

(Date) 5/21/02

EXHIBIT F-2

ASSURANCES REGARDING THE NO UNLAWFUL
USE OF DRUGS OR ALCOHOL

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

1. He or she understands the requirements of Section 11999.2 which states:

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

2. He or she has reviewed those aspects of the program to which Section 11999.2 applies, and

3. Those aspects of the program to which Section 11999.2 applies meet the requirements of Section 11999.2.

Printed Name*

HARLES A. DALEY

Charles A. Daley Executive Director 5/24
Original Signature* Title Date

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

ADP 7290 (4/92)

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: **Board of Supervisors**
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)

BY: *[Signature]* (Signature) 5/28/02 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement ☐ Revenue Agreement ☒

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

- Said agreement is between the County of Santa Cruz Health Services - ADP (Department/Agency)
Center
and Santa Cruz Community Counseling Services - ALTO, 195-A Harvey West Boulevard, (Name/Address)
Santa Cruz, CA 95060
- The agreement will provide for authorization to provide a 3-month First Offense, Extended First
Offense, Wet Reckless and Multiple Offense Drinking Driver Program in Santa Cruz County.
- Period of the agreement is from July 1, 2002 to June 30, 2005
- Anticipated Cost is \$ None - Revenue Agreement \$52,672 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: This is a Revenue Agreement. Clients pay fees to provider for services. County

- Detail: ☐ On Continuing Agreements List for FY _____ . Page CC-_____ Contract No: _____ OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☒ Section IV Revenue Agreement

	\$20,628	1626	1616
Revenue	\$11,460	1619	
364014	\$13,144	1804	
	\$ 7,440	1805	
- Appropriations/Revenues are available and are budgeted in 364014 (Index) 1804 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

are available and have been encumbered.
are not available and will be

Contract No: R-224
By: *[Signature]*
Auditor-Controller Deputy

Date: 5/31/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Health Services (Dept/Agency Head) to execute on behalf of the County Health Services

Date: 6-04-02 By: *[Signature]* (Department/Agency)
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the agreement request for approval of agreement was ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
Title ☒ Section 300 Proc Mn

By: Deputy clerk

AUCITORCONTROLLER USE ONLY

CO	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
TC110	\$	Amount	Index	Sub object	User Code
Auditor Description					

28

AGREEMENT between the COUNTY OF SANTA CRUZ

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

Contract #R-224

Hereinafter called COUNTY and:

SANTA CRUZ COMMUNITY COUNSELING CENTER – ALTO COUNSELING CENTER

195-A Harvey West Boulevard
 Santa Cruz, CA 95060

Telephone: 469-1700

Hereinafter called CONTRACTOR for: Drinking Driver Program Services

WHEREAS COUNTY has need of Drinking Driver Program Services, and;

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

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

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

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

IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective: July 1, 2002 through June 30, 2005.

CONTRACTOR:

Paul M. O'Brien

(Signature)

Executive Director

(Title)

COUNTY:

(Signature)

(Title)

(Reserved For County Counsel Approval)
 Approved as to form:

Hany A. Oberhelman III
 5-16-02

(Reserved for Clerk of Board)

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

Amount: \$ NA

(DISTRIBUTION)

County Administrative Officer
 County Counsel
 Auditor Controller
 Health Services Agency
 Contractor

EXHIBIT A - INDIVIDUAL CONTRACTOR INFORMATION

- A1. ADMINISTRATION: County's Alcohol and Drug Program Administrator, hereinafter called County's Administrator, under the direction of the Health Services Agency Administrator, shall represent County in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of County. Contractor's Executive Director shall administer this Agreement on behalf of Contractor.
- A2. TERM: The term of this Agreement shall commence on July 1, 2002 and continue through and include June 30, 2005.
- A3. COMPENSATION FOR FEE-FOR-SERVICE CONTRACTS: County agrees to pay Contractor a total sum not to exceed Zero Dollars (\$0.00) for services performed during the term of this Agreement in accord with negotiated rates set forth in Exhibit D. In no event shall County obligation of State Drug and Alcohol Allocation base and required COUNTY funds exceed this amount.
- In no event shall County be required to pay for the cost of services which are covered by funding received by Contractor from other governmental contracts or grants.
- A4. NOTICE: Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by mail to the County's Administrator at: County of Santa Cruz, HEALTH SERVICES AGENCY, Alcohol and Drug Program, 320 Encinal Street, Santa Cruz, CA 95060, or to Contractor at: SANTA CRUZ COMMUNITY COUNSELING CENTER, 195-A Harvey West Boulevard, Santa Cruz, CA 95060.

COUNTY OF SANTA CRUZ

EXHIBIT B - STANDARD COUNTY/AGENCY PROVISIONS

- B1. **INDEPENDENT CONTRACTOR.** It is agreed that CONTRACTOR shall perform as an independent contractor under this Agreement. CONTRACTOR is, for all purposes arising out of this Agreement, an independent contractor, and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR and its employees shall in no event be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, any retirement benefits, worker's compensation benefits, and injury leave or leave benefits. The Board of Directors/Trustees of CONTRACTOR shall be vested with the responsibility for the administration of the program to be conducted under this Agreement.

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

- B2. **CONTRACTOR'S EMPLOYEES AND EQUIPMENT.** CONTRACTOR agrees that it has secured or will secure at its own expense all persons, employees and equipment unless otherwise specified, ~~that are~~ required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under CONTRACTORS supervision, by persons authorized by law to perform such services. If any arrangement is made whereby employees of COUNTY are used by CONTRACTOR, they shall, while engaged in such work, be considered for all purposes, as employees, servants, or agents of the CONTRACTOR and not of COUNTY, irrespective of party paying them.

- B3. **RESPONSIBILITY FOR INVENTORY ITEMS.**

a. Any equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars **(\$1,500)** is defined an inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

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

- B4. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purposes of paragraphs 4 and 33 (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:
- a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR and third persons.
 - b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- B5. **ASSIGNABILITY.** The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
- B6. **INTEREST OF CONTRACTOR.** CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement.
- B7. **SUBCONTRACTS.** All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTORS relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. CONTRACTOR has legal responsibility for performance of all contract terms including those subcontracted.
- B8. **POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this contract shall be used for any political activities or to further the election or defeat of any candidate for public office. No CONTRACTOR shall utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
- B9. **LOBBYING.** None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures, or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(b)(3).

- B10. 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.
- B11. 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.
- B12. ADMISSION POLICIES.** Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age (over 18), mental or physical disability, national origin, medical condition (cancer related), gender, pregnancy, marital status, or sexual orientation and that no one will be refused services because of inability to pay for services.
- a. **Nondiscrimination in Services, Benefits and Facilities.** There shall be no discrimination in the provision of services because of race, color, religion, age (over 18), mental or physical disability, national origin, medical condition (cancer related), gender, pregnancy, or sexual orientation, in accordance with Title **VI** of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections **503** and **504** of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this contract; subjecting a person to segregation or separate treatment in any matter related to his 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 disability, national origin, gender, or sexual orientation.

B13. 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other nonmerit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider MinorityNVomenIDisabled Owned Business Enterprises in CONTRACTORs solicitation of goods and services. Definitions for MinorityNVomenIDisabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.
- (2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with MinorityNVomenIDisabled Business Enterprises.
- (3) In the event of the CONTRACTORS non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements 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.

- B14. **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.
- B15. **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.
- B16. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
- B17. **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.
- B18. **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.
- B19. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
- B20. **VOLUNTEERS.** CONTRACTOR agrees not to fill budgeted positions with volunteer workers.

B21. TRAVELING EXPENSES, FOOD AND LODGING.

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

B22. CONTRACTOR PERSONNEL STANDARDS. The CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY'S Administrator may review resumes of all CONTRACTOR'S employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

823. 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.

824. CHANGES.

- a. COUNTY may from time to time request changes in the scope of the services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.
- b. COUNTY shall have the right to renegotiate the financial and/or programmatic terms of this Agreement in the event that there is a reduction in the approved budget.

B25. NOTICE OF POSSIBLE TERMINATION FOR CAUSE.

- a. In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (14) ~~calendar~~ days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.
- b. In the event of a termination pursuant to Paragraph 25a, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 25a reduced by the amount of damages sustained by COUNTY by reason of such breach.

826. **TERMINATION OF AGREEMENT WITHOUT CAUSE.** This Agreement may be terminated without cause by COUNTY or the CONTRACTOR with thirty (30) days written notice.
- B27. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
- B28. **EXTENSION OF TIME.** COUNTY'S Administrator may extend the time for completion of CONTRACTORS performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.
829. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs last. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, federal auditors or the designee of either for a period of five (5) years after final payment under this Agreement.
- CONTRACTOR must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit be conducted annually if federal funds exceed \$300,00. A copy of the A-133 audit shall be submitted to COUNTY no later than eight (8) months following the end of the fiscal year being audited.
- B30. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
- B31. **DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit, performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exception by the COUNTY, State or Federal audit agency.
- B32. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Overpayments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.

B33. INSURANCE.

- a. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.
- b. If CONTRACTOR utilizes subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTORS Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

Types of Insurance and Minimum Limits

- (a) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.
- (b) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
- (c) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- (d) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.
- (e) CONTRACTOR agrees to carry and maintain during the entire term of this Agreement fire and extended coverage including theft insurance to adequately cover value of County's inventoriable items in the possession of Contractor. Insurance policy must name County as the loss payee.

(2) Other Insurance Provisions

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

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

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

B34. SAFETY AND INFECTION CONTROL.

- a. CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
- b. CONTRACTOR must, upon request, furnish documentation satisfactory to COUNTY'S Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.
- c. CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTOR'S Safety and Infection Control Policy.

B35. 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 DRINKING DRIVER PROGRAM PROVISIONS

FISCAL PROVISIONS

- C1. BUDGET: Contractor agrees to provide County with a budget for services to be performed under this agreement as a basis for establishing the fee-for-service rate in Exhibit D, which shall be incorporated by reference in this agreement.
- C2. COST ALLOCATION: Contractor agrees to allocate administrative, personnel, facility, and other operating costs under this Agreement according to a cost allocation system which has been approved by County's Administrator. Contractor agrees to apply approved cost allocation system to all agency components and to permit County to examine all books and accounting records, including invoices, materials, payroll, or other data for the purpose of monitoring the cost allocation system.
- C3. REOPENING OF AGREEMENT: Contractor may submit a written request to County's Administrator to obtain approval of County to reopen Agreement. In no event shall Contractor provide services not covered under this Agreement until a written amendment to this Agreement is approved by County.
- C4. ANNUAL COST REPORT: For each fiscal year, or portion thereof, that this Agreement is in effect, Contractor shall provide County an annual cost report within sixty (60) days following the close of such fiscal year. Such cost report shall be prepared in accordance with the cost reporting requirements of the State Department of Alcohol and Drug Programs and in accordance with any other written guidelines which may be provided by County. If this Agreement is terminated or canceled prior to the close of the fiscal year, the annual cost report shall be for that Agreement period which ends on the termination or cancellation date and copies of such report shall be submitted within sixty (60) days after such termination or cancellation.
- C5. RECORDS, AUDIT, AND INSPECTION THEREOF: Contractor agrees to maintain accurate books and accounting records kept in accordance with generally accepted accounting principles and use acceptable fund accounting methods relative to all its activities under this Agreement. CONTRACTOR agrees to retain books and accounting records pertinent to this Agreement for not less than five (5) years after final client services provided under this Agreement, or three years after end of client services if a final audit report is accepted by the County, which ever occurs first. Contractor will permit County to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls or personnel and other data relating to all matters covered by this Agreement. County shall normally provide ten (10) days notice to Contractor prior to examination of Contractor's records but reserves the right to inspect records upon demand. The State of California or any Federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County by this paragraph.
- C6. COMPENSATION: Compensation to Contractor for services provided under this Agreement shall be on a fee-for-services basis, and shall be made directly to Contractor by clients referred to Contractor by the County's Drinking Driver Program. Such fees shall be based upon the client's ability to pay, but shall not be in excess of the maximum allowable program fees set forth in Exhibit D of this Agreement, or in any written amendment to this Agreement. Contractor agrees to be at-risk for **all** costs not covered by client fees. In no event shall County be liable for any costs incurred by Contractor in providing services under this Agreement.
- C7. CLIENT FEE SCALE: Contractor must collect fees from clients receiving services under this Agreement. No client may be denied service solely on the basis of ability to pay.

MISCELLANEOUS PROVISIONS:

- C8. ATTENDANCE AND REPORTS AT ALCOHOL AND DRUG ABUSE COMMISSION MEETINGS: Contractor's Executive Director/Superintendent, or his/her designees, shall attend all duly called meetings of the Santa Cruz County Alcohol and Drug Abuse Commission (ADAC) as requested by County's Administrator. Reports to ADAC shall be given as scheduled.
- C9. MEETING ATTENDANCE: Contractor's Director of Drinking Driver Program or designee shall attend regularly scheduled providers' meetings facilitated by the County Drinking Driver Program Coordinator.
- C10. CONFORMANCE TO REGULATIONS: Contractor shall perform this Agreement in conformance with all applicable Federal, State, and local rules and regulations including, but not limited to; California Code of Regulations - Title 9 Chapter 3, provisions of AB 541 (chaptered 1981), SB 2232 (chaptered 1983), **SB** 1344 (chaptered 1989), **SB** 1623 (chaptered 1990), AB 762 (chaptered 1998), SB 1176 (chaptered 1998) and applicable facility and professional licensure and/or certification laws. Failure to operate in conformance with licensing/certification requirements may result in termination of Agreement.
- C11. CALIFORNIA LAW: This Agreement shall be construed and interpreted according to the laws of the State of California.
- C12. INSURANCE: In addition to insurance provisions in Exhibit B, contractor shall also forward proof of coverage of all policies before their expiration date to County Administrator (Alcohol and Drug Program Administrator, P.O. Box 962, Santa Cruz, Ca. 95061).
- C13. PERSONNEL POLICIES: In addition to personnel standards in Exhibit B, Contractor shall have written personnel policies and shall make its personnel policies accessible to employees and to County.
- C14. REAL PROPERTY DISCLOSURES: If Contractor is renting, leasing or subleasing any real property where persons are to receive services hereunder, Contractor shall prepare and submit to County's Administrator, upon request, an affidavit sworn to and executed by Contractor's duly constituted officers containing a detailed description of all existing and pending rental agreements, leases and subleases. The description shall include: the term (duration) of such rental agreement, the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, and the full names and addresses of all parties who stand in position of lessor or sublessor. If the lessor or sublessor is a private corporation, affidavit shall disclose a listing of all officers and shareholders. If lessor or sublessor is a partnership, it shall disclose a listing of all general and limited partners thereof. True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be made available to County upon request.

- C15. **CLIENT RECORDS:** Contractor shall maintain individual client records for each client. Such records must contain copies of data from County Drinking Driver Program office (i.e. sentencing and referral information from courts, completion/termination data, client progress report form, correspondence, etc.), client assessment information, record of services provided, and record of referrals to community resources. Records shall also include identifying data, social and financial data and a record of service provided by various personnel in sufficient detail to make possible evaluation by County's Administrator, or his/her designee, of services rendered. County, at its option, may take custody of Contractor's client records upon termination of services by Contractor or upon revocation of program licensure by the State Department of Alcohol and Drug Programs. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. County agrees it shall maintain Contractor's client records in its possession for a period of 4 years after client completion or termination of a program, and shall grant Contractor access to said records for purpose of litigation and /or corporate business.
- C16. **DEFINITION OF CLIENT:** For the purposes of this Agreement, a client shall be defined as any individual who has enrolled in Contractor's drinking driver program.
- C17. **SCOPE OF SERVICES:** Contractor agrees to provide the following services:
- #A. **FIRST OFFENSE DRINKING DRIVER PROGRAM SERVICES** in compliance with SB 1344, SB 1623, AB 762 and SB 1176, and provider's SB 1344 protocol, incorporated herein by reference. The protocol is considered updated by Contractor's re-licensure applications as they are approved by the County and the State Department of Alcohol and Drug Programs. Service levels include:
- #1, Wet Reckless Program: Compliance with minimum requirements for operation of SB 1176 "Wet Reckless" Programs by the State Department of Alcohol and Drug Programs and included herein by reference.
 - #2. Three-month First Offender Program - For first offenders with a Blood Alcohol Content of under .20, compliance with minimum requirements for operation of SB 38, SB 1344, and SB 1623 Drinking Driver Programs by the State Department of Alcohol and Drug Programs and included herein by reference.
 - #3. Extended (Six-month) First Offender Program - For first offenders with a Blood Alcohol Content of .20 and above, who have been court-ordered to an extended First Offender Program, compliance with minimum requirements for operation of AB 762 Drinking Driver Programs by the State Department of Alcohol and Drug Programs and included herein by reference. The program shall also include the monitoring of at least 12 Alcoholics Anonymous sessions or other self-help meetings, pending State approval.
- #B. **MULTIPLE OFFENSE DRINKING DRIVER PROGRAM SERVICES** consisting of:
- #1. Compliance with minimum requirements for operation of **SB** 38, SB 1344, and SB 1623 Drinking Driver Programs by the State Department of Alcohol and Drug Programs and included herein by reference.
 - #2. Compliance with Contractor's SB 38 and SB 1344 protocol which has been reviewed and approved by County's Administrator and incorporated herein by reference. The protocol is considered updated by Contractor's re-licensure applications as they are approved by the County and the State Department of Alcohol and Drug Programs, .

- C18. **ADMISSION POLICIES:** First Offender clients age 21 and older at the time of the original sentencing must attend an adult drinking driver program. First Offender clients under age 21 at the time of original sentencing must attend a young adult program.
- C19. **LENGTH OF PROGRAM:** The length of the Wet Reckless, 3-month and Extended First Offense Programs shall comply with the requirements of the Title 9, Chapter 3, California Code of Regulations. The 3-month Program shall be a minimum of three months, including rescheduled missed client sessions, and the Extended First Offender Program shall be a minimum of **six** months, including rescheduled missed client sessions. Length of Multiple Offense Program shall meet requirements of Title **9**, Chapter 3, California Code of Regulations.
- C20. **REPORTING REQUIREMENTS:** Programs shall report successful completion or failure to participate or complete to the Drinking Driver Program office within fifteen calendar days, or to out-of-county sending agencies as required by the State or Title 9 regulations.
- C21. **PROGRAM PROTOCOL:** First and multiple offense program protocol **is** defined in "Proposal for First and Multiple Offense Drinking Driver Services", dated May 1, 1985, "Amendment to the ALTO Counseling Center Multiple Offender Drinking Driver Program", dated January 29, 1990, and "Protocol for First Offense Services", dated June 30, 1990. Protocols are considered updated by Contractor's re-licensure applications as they are approved by the County and the State Department of Alcohol and Drug Programs. Protocol, with updates, shall be consistent with California State Health and Safety Code, Chapter 9, part II, Division 10.5, sec. 11837 and 11838 and Title 9, Chapter 3, sections 9795 et seq., California Code of Regulations, Requested modifications to protocol shall be submitted in writing to County Alcohol Program Administrator for review and recommendations for approval prior to submission of modifications to the State Department of Alcohol and Drug Programs.
- C22. **CLIENT REFERRAL:** County shall act as the intermediary between County courts and Contractor on all matters relating to clients of Drinking Driver Programs. Recognizing that the first priority of the Drinking Driver Program is to provide an alcohol education, intervention and treatment service to the residents of the County, it shall be the intent of the County to process referrals on the basis of meeting client needs to the extent possible, while maintaining, insofar as possible, equity in the distribution of referrals among all licensed Drinking Driver Programs.
- C23. **AIDS PROTOCOL:** Contractor shall develop **a** protocol on Acquired Immune Deficiency Syndrome (AIDS) as it relates to the services provided by the contractor. The protocol shall address staff training, client information, and treatment environment. The AIDS protocol shall be developed in consultation with the County's Administrator and shall be submitted to the County's Administrator for approval.
- C24. **CLIENT SCHEDULE OPTIONS.** CONTRACTOR shall maximize its accessibility to clients by providing face-to-face individual and group appointment options during both weekday hours and evenings or weekends, whenever possible. .

EXHIBIT D - DRINKING DRIVER PROGRAM FISCAL PROVISIONS

D1. PROGRAM FEES: Pending State approval of fees, contractor shall be compensated on the basis of the following maximum fee-for-service rate:

- #A. \$240 per Wet Reckless client enrolled
- #B. \$563 per 3-month First Offense client enrolled
- #C. \$680 per 6-month First Offense client enrolled
- #D. \$1,231 per 12-month Multiple Offense client enrolled
(arrested before January 1, 1990)
- #E. \$1,483 per 18-month Multiple Offense client enrolled
(arrested on January 1, 1990 and after)

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

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

- #A. County Referrainracking fee, subject to State approval (not included in program fees, but paid to Contractor by participants in addition to program fee):

7.0% of gross program revenue collected (without County Referrainracking fee revenue)

- #B. County AdministrativelMonitoringfee, subject to State approval (included in program fees described in paragraph D I of this Agreement):

4.0% of gross program revenue collected (without County Referralnrracking fee revenue)

The above fees shall be remitted to County according to conditions set forth below. This rate shall be subject to change according to the provisions of "CHANGES IN FEES, below.

Contractor agrees to remit to County all County administrativefees (Referralnrracking and AdministrativelMonitoringfees) as defined above. Fees shall be paid to County on a quarterly basis and shall be due within thirty (30) days after the close of the quarter. These fees shall be accompanied by a remittance fee report and a financial report of cash receipts on which fees are being paid. County reserves the right to withhold referrals in the event of late reports or late payments of these fees. Failure to remit fees shall be a basis for termination of the Agreement for cause, as defined in Exhibit B.

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

Providers may annually submit requests for program fee increases tied to the regional Consumer Price Index, which the Alcohol and Drug Program Administrator may approve by July 1 if warranted by the regional Consumer Price Index. County review of cost reports for the year in which increases were approved, occurring after submission of provider cost reports sixty days after the end of the fiscal year, will be reviewed as part of determining whether additional increases are needed, or whether future increases should be delayed.

D4. **ALLOWABLE SURPLUS:** Fees collected by Contractor from Drinking Driver Program clients shall be expended solely for Drinking Driver Program activities as defined in Exhibit C, as verified by the annual cost report, with the exception of allowable surplus (surplus which is ten percent or less of program revenue from total participant fees per annum, as defined in the County's policy, "Provider Report and Expenditure of Surplus Revenue"). Expenditure of allowable surplus may be made at the discretion of Contractor, as specified in that policy. The cost report is subject to audit by State and/or County.

D5. **EXCESS SURPLUS:** Client fees, collected by Contractor as a result of providing services under this Agreement, in excess of the allowable surplus as defined in the County's policy, "Provider Report and Expenditure of Surplus Revenue", shall be used to support, enhance or enrich Contractor's drinking driver program. Except for allowable surplus, said funds may not be used to offset costs of other services provided by Contractor and may not be retained by Contractor as profit. All client fee revenue collected by Contractor under this Agreement shall be reported to County as specified in Exhibit D of this Agreement, and in the County's policy, "Provider Report and Expenditure of Surplus Revenue".

D6. **ROLLOVER OF FEES REVENUE:** Fees collected in one fiscal year may be rolled-over into the following fiscal year in compliance with the County's policy, "Provider Report and Expenditure of Surplus Revenue".

D7. **FULL COMPENSATION:** It is expressly understood and agreed that this Agreement constitutes the entire agreement of Contractor and County and in no event shall Contractor be entitled to any compensation, benefits, reimbursements, or ancillary services other than as herein expressly provided.

D8. **ACCOUNTS RECEIVABLE:** In the event that Contractor or County terminates this Agreement, County shall retain its interest in the accounts receivable which were a result of Contractor conducting business under this Agreement for County. County's interest in County Administrative/Monitoring and Referral/Tracking fees shall be assigned to County.

D9. ANNUAL AUDIT: Contractors who are recipients of \$300,000 or more of federal funds must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions. Audits shall usually be performed annually but not less frequently than every two years (if electing to do an audit every other year, the audit must be for both fiscal years). Recipients of less than \$300,000 a year in federal funds are exempt from A-133 audit requirements based upon a 1995 waiver received by the State Alcohol and Drug Department. Only costs of audits performed under Circular A-133 can be charged to the federal award.

An annual program specific audit will be required of contractors who receive from \$100,000 up to \$300,000 a year. Contractors who receive less than \$100,000 may be required by the County to have an audit, and will be notified in writing by the County Alcohol and Drug Program of any audit requirement and the due date. The scope of the audit and auditor's opinion shall include tracing a sample of units of service or costs charged to the contract to source documents. Any exceptions on units of service or costs shall be reported as adjustments in the audit report. Contractors having independent audits shall submit a copy of all audit reports, comments on findings and recommendations, and corrective action plans to the County Alcohol and Drug Program Administrator within 15 days of receipt of the audit report. County may withhold payment of claims until such reports are received.

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

Exhibit E, 2002-2003

COUNTY OF SANTA CRUZ
Exhibit E - Revisions

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

	There are no revised paragraphs in this Agreement.
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XX	Paragraph "3" of Exhibit "A" is hereby revised to read as follows:
COMPENSATION FOR CLIENT FEE-SUPPORTED CONTRACTS: Compensation to Contractor for services provided under this Agreement shall be on a client fee-for-services basis, and shall be made directly to Contractor by clients.	

XX	Paragraph "3a" of Exhibit "B" is hereby revised to read as follows:
RESPONSIBILITY FOR INVENTORY ITEMS. a. Any equipment, materials, supplies, or property of any kind purchased from funds advanced, reimbursed or funded under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars is defined an inventory item. Exclusive of items purchased by CONTRACTORs' client fee-supported programs covered under this Agreement, all such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.	

XX	Paragraph "19" of Exhibit "B" is hereby revised to read as follows:
ACKNOWLEDGMENT. For client fee-supported programs covered under this Agreement, CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has contracted for these client fee-sumorted programs with the CONTRACTOR.	

XX	Paragraph "27" of Exhibit "B" is hereby revised to read as follows:
TERMINATION DUE TO CESSATION OF FUNDING. Exclusive of client fee-supported programs covered under this Agreement, COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.	

XX	Paragraph "28" of Exhibit "B" is hereby revised to read as follows:
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<p>EXTENSION OF TIME. Exclusive of client fee-supported programs covered under this Agreement, COUNTY'S Administrator may extend the time for completion of CONTRACTORS performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.</p>

XX	Paragraph "29" of Exhibit "B" is hereby deleted. (See C 5.)
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XX	Paragraph "30" of Exhibit "B" is hereby revised to read as follows:
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<p>WITHHOLDING OF PAYMENT. Exclusive of client fee-supported programs covered under this Agreement, COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.</p>
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XX	Paragraph "31" of Exhibit "B" is hereby revised to read as follows:
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<p>AUDIT REQUIREMENTS: CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement.</p>

XX	Paragraph "32" of Exhibit "B" is hereby revised to read as follows:
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<p>OVERPAYMENTS. Exclusive of client fee-supported programs covered under this Agreement, overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Overpayments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) Percent Der annum.</p>
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	An addition to said Agreement shall be as follows:

EXHIBIT F-1

ASSURANCE OF NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES
RECEIVING STATE FINANCIAL ASSISTANCE

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

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

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

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


(Authorized Official)

(Date) 5/21/02

EXHIBIT F-2

ASSURANCES REGARDING THE NO UNLAWFUL
USE OF DRUGS OR ALCOHOL

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

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

Printed Name* PAUL O'BRIEN

Paul M. O'Brien Executive 5/23/02

Original Signature* Title Date

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

ADP 7290 (4/92)