



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

July 15, 2002

AGENDA: August 13, 2002

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

RE: Approval of HSA Contracts and Related Actions

Dear Members of the Board:

The Health Services Agency (HSA) requests your Board's approval of three agreements that were included on the 2002-03 Continuing Agreements List. Contracts with Parents Center for Children's Mental Health services and New Life Community Services and Sobriety Works for Proposition 36 Alcohol and Drug Program services were listed as Section III agreements due to full year 2002-03 funding of programs that were started in the middle of 2001-02. There are no significant program or other financial changes in these contracts other than full year funding.

HSA also requests your Board's approval of a new \$7,500 revenue agreement with the Community Foundation of Santa Cruz County and adoption of the attached resolution accepting and appropriating \$7,500 of unanticipated revenue into the HSA Alcohol and Drug Program budget. This agreement will provide funding for the Santa Cruz County Friday Night Live Youth Council to complete an alcohol media prevention campaign. On March 19, 2002 your Board approved the submission of a grant application to the Community Foundation of Santa Cruz County by the HSA Alcohol and Drug Program to design and implement a campaign to address underage drinking norms and traffic safety. The Community Foundation notified HSA on June 24, 2002 that it had awarded the funds requested.

Finally, each year, the HSA Mental Health program reviews their contractor's actual service and financial performance from the prior year to determine performance and financial terms for the new year's agreement. These reviews are generally completed in July for the majority of mental health contract providers. However, for three contractors, Volunteer Center of Santa Cruz, Santa Cruz Community Counseling Center and Front Street, the process of negotiating final terms of their agreements is more complex and requires additional time. Negotiated rates for these contracted services cannot be established until the contractor's prior year cost report is completed and analyzed. For three Alcohol and Drug Program contracts with Fenix Services, Santa Cruz Community Counseling Center and Triad Community Services, additional time is needed to accommodate significant funding and program changes resulting from Measure L and State budget reductions.

In order to provide these six contractors sufficient cash flow to continue to operate programs pending finalization and Board approval of their contracts, HSA requests that your Board authorize the Auditor-Controller to make advance payments on these contracts for the months of September, October and November equal to the amounts advanced for July, 2002.

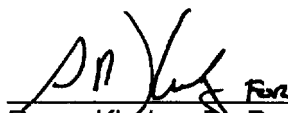
It is, therefore, RECOMMENDED that your Board:

Adopt the attached resolution accepting and appropriating \$7,500 in unanticipated revenue into the Health Services Agency Alcohol and Drug Program budget; and

Approve the attached agreements with: the Community Foundation of Santa Cruz County, a new revenue agreement in the amount of \$7,500, Parents Center, Contract No. 1412, in the amount of \$530,000, New Life Community Services, Contract No. 2537, in the amount of \$248,036 and Sobriety Works, Contract No. 2535 in the amount of \$233,583 and authorize the Health Services Agency Director, or as their designee the Director of Administrator, to sign; and

Authorize the Auditor-Controller to make advance payments for September, October and November, 2002 on the agreements with Volunteer Center of Santa Cruz, Contract No. 205, in the amount of \$72,650, Santa Cruz Community Counseling Center, Contract No. 129, in the amount of \$393,741, Front Street, Contract No. 039, in the amount of \$268,458, Fenix Services, Contract No. 796, in the amount of \$44,577, Santa Cruz Community Counseling Center, Contract No. 100, in the amount of \$124,175, and Triad Community Services, Contract No. 880, in the amount of \$55,924.

Sincerely,



Rama Khalsa, Ph.D.
Health Services Agency Director

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Officer
Auditor Controller
County Counsel
HSA Administration
Mental Health and Substance Abuse Administration

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

RESOLUTION NO. _____

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

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from _____ The Community
Foundation of Santa Cruz County _____ for Prevention _____ program(s); and

WHEREAS, the County is a recipient of funds in the amount of \$7,500
which are either in excess of those anticipated or are not specifically set in the current
fiscal year budget of the County; and

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount \$7,500 into
Department HSA Alcohol and Drug Program

TIC	Index Number	Revenue Subobject Number	Account Name	Amount
001	364022	2047	Other Current Charges	\$ 7,500.00

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

TIC	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	364022	3493		Supplies	\$ 7,500.00

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

By  Date 7/18/2
Department Head

COUNTY ADMINISTRATIVE OFFICER

☒ Recommended to Board

☐ Not Recommended to Board

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

AYES : SUPERVISORS

NOES : SUPERVISORS

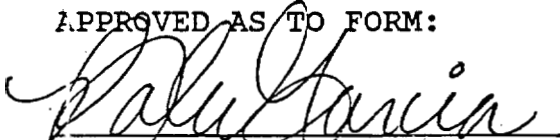
ABSENT: SUPERVISORS

CHAIR OF THE BOARD

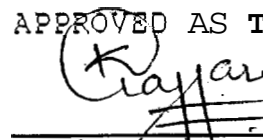
ATTEST :

Clerk of the Board

APPROVED AS TO FORM:


County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 8/5/02
Auditor-Controller

Distribution:

Auditor-Controller
County Council
County Administrative Officer
Originating Department

0059

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 certifies that appropriations/revenues are available

(Signature) **7/18/02** (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 **HEALTH SERVICES AGENCY ALCOHOL & DRUG PROGRAM** (Department/Agency)
and **COMMUNITY FOUNDATION OF SANTA CRUZ COUNTY, 2425 PORTER ST., SOQUEL, CA 95073** (Name/Address)

2. The agreement will provide **REVENUE TO SUPPORT AN ALCOHOL PERVENTION MEDIA CAMPAIGN**

3. Period of the agreement is from **JULY 1, 2002** to **APRIL 30, 2003**

4. Anticipated Cost is \$ **N/A REVENUE AGREEMENT** ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks:

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

6. Appropriations/Revenues are available and are budgeted in **364022** (Index) **2047** (Sub object)

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

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

Contract No: **R 782**

By: *[Signature]*
Auditor-Controller Deputy

Date: **8/5/02**

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

BSA ADMINISTRATOR (Dept/Agency Head) to execute on behalf of the

HEALTH SERVICES AGENCY

(Department/Agency)

Date: _____

By: *[Signature]*
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canaty
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 ~~begin~~ 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 I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO. _____	\$ _____	_____	_____	_____	_____	_____
Document No.	JE Amount	Lines	H/TL	Keyed By	Date	
TCI 10 _____	\$ _____	_____	_____	_____	_____	20
Auditor Description	Amount	Index	Sub object	User Code		

Grant Agreement
Santa Cruz County Alcohol and Drug Program/ Friday Night Live Partnership
and the Community Foundation of Santa Cruz County

RE: Grant #2002-0056

Please refer to this grant number in all correspondence with the Foundation regarding this grant.

On June 24, 2002, the Community Foundation of Santa Cruz County awarded a grant to your organization in the amount of \$7,500 to partially support the development of a public service announcement addressing underage drinking **as** well as drinking and driving. **This** grant will be effective upon receipt by the Community Foundation of this signed agreement.

The objectives of this grant are:

- **As** described in the proposal (see attached).

Santa Cruz County Friday Night Live Partnership agrees to:

- Use grant funds only for the purposes indicated in the original request. Substantive changes involving the reallocation of grant funds must be approved in advance by the Community Foundation.
- Provide the Community Foundation with the required narrative **and** financial reports, understanding that failure to do so may preclude review of future grant submissions from your organization.
- Maintain records that clearly show how grant funds were spent in relation to the project budget submitted.
- Make such records available to the Community Foundation and its auditors upon request.
- Acknowledge our support by listing our name **as The Community Foundation of Santa Cruz County** in any publicity for your program.

Grant period: July 1, 2002 through April 30, 2003

Report Due Dates

Progress Report Due: January 31, 2003

Final Report Due: May 31, 2003

Signature

Title

Printed name of above

Date

kind services for production, marketing **and** strategic development **and** the County of Santa Cruz, Alcohol and Drug **Program** will offer in-kind support of office **supplies**, office services and the **staff** support of an adult ally through **Santa Cruz County Friday Night Live Partnership**. 0361

- Explain any significant changes in the agency budget for **this** year to the next, **as well as** the nature **and** purpose of any cash reserves or endowment.

The County of Santa Cruz, Alcohol and **Drug** Program will experience a budget cut in the fiscal year **2002-2003** due to the loss of utility tax revenue. **This** is the program that **funds** SCCYC and we have been informed **no** new programs or projects **will** be implemented with out outside **funding** sources.

6. Sustainability

- Will your project continue or expand after the **grant** period? If so, how will the project be sustained beyond the current **funding** year?

The project **will** continue **after** the **grant** period through the media donation of air time **and** the project **training** component. Once the PSA is developed SCCYC can solicit television **stations** to **run** the spot **as a filler** in addition to the original donated and purchased airtime. The project is designed for expansion **and** with **successful** outcomes **can** continue beyond Phase **2** building upon the initial campaign and expanding the television presence to radio and include the development of PSA's in Spanish. The project can be **sustained** through the training and education component which hopefully will **inspire** additional media campaign projects and other drinking and **driving** campaigns statewide.

7. Evaluation

- List the key anticipated outcomes or impacts of the projects for which **funds** are being requested. Describe **the** indications or measures you will use to track progress toward these outcomes.

Key Outcomes:

- o **:30** Anti-DUI television PSA developed by SC Co. teens
 - **On-air** schedule targeting youth ages 12-19
- o Reduction of youth related DUI incidents in SC Co.
- o **Bringing** issues surrounding DUI to the forefront of the news media
- o Providing the involved youth hands-on, practical experience in producing **an** effective "**cause**" marketing campaign

Tracking progress towards outcomes:

- o Focus groups conducted on high school campuses throughout SC Co.
- o Work with local law enforcement agencies to coincide **on-air** schedule with SC Co. DUI stats. Statistics both prior to and after the PSA airing will be examined
- o News clippings and video taping of local newscasts
- o All youth and adults involved will be required to submit a **written** report on the complete process, including positives and negatives

0062

**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) 7/18/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT NPE (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 Health Services Agency - Mental Health (Department/Agency)
and Parents Center 530 Soquel Ave. Santa Cruz, CA 95062 (Name/Address)

2. The agreement will provide intensive mental health services designed to reunify children
in foster care placement with their families of origin.

3. Period of the agreement is from July 1, 2002 to June 30, 2003

4. Anticipated Cost is \$ 530,000 through June 30, 2003 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: _____

5. Detail: ☒ On Continuing Agreements List for FY 02-03 . Page CC- 9 Contract No: 1412-01 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

6. Appropriations/Revenues are available and are budgeted in 363117 (Index) 3638 (Sub object)

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

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

Contract No. 1412-01

By: [Signature]
Auditor-Controller Deputy

Date: 8/5/02

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

Health Services Agency (Department/Agency)

Date: _____

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 Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

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

TC110
20 Auditor Description \$ Amount Index Sub object User Code

The COUNTY OF SANTA CRUZ through the
HEALTH SERVICES AGENCY – Mental Health and Substance Abuse Services
324 Encinal Street, P.O. Box 962, Santa Cruz CA 95061-0962

0063

hereinafter called COUNTY and:

Parents Center
530 Soquel Ave.
Santa Cruz, CA 95062
(831) 426-7322

hereinafter called CONTRACTOR for: intensive mental health services designed to reunify children in foster placement with their families of origin.

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

WHEREAS pursuant to the provisions of California Government Code, Section 31000, the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

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

<u>EXHIBIT</u>	<u>TITLE</u>	
A	Standard County/ Agency Provisions	
B	Standard Mental Health	Provisions
C	Scope of Services	
D	Budget, Fiscal and Payment Provisions	
E	MH Medi-Cal, Medicare Requirements	
F	Not Included in this Agreement	
X	Revisions	

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

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

July 1, 2002 through June 30, 2003

CONTRACTOR

COUNTY

Celia Goeckermann
Celia Goeckermann
Executive Director

HEALTH SERVICES AGENCY

Approved as to Form:

Henry A. Oberlander
County Counsel 7/15/02

Suffix: 01

Approved as to Insurances:

Janet McKinley 7-12-2002
Risk Management

Index: 363117

Subobject: 3638

Amount: \$530,000

Total Contract Amount: \$530,000

Distribution:
Clerk of the Board
Auditor-Controller
Health Services Agency
Mental Health and Substance Abuse Services
Contractor

COUNTY OF SANTA CRUZ**EXHIBIT A - STANDARD COUNTY/AGENCY PROVISIONS**

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

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

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

3. **RESPONSIBILITY FOR INVENTORY ITEMS.**

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

b. inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the

proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

4. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purpose of paragraphs 4 and 33 (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

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

b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

5. ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.

6. INTEREST OF CONTRACTOR. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by him under this Agreement.

7. SUBCONTRACTS. All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTOR'S relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. CONTRACTOR has legal responsibility for performance of all contract terms including those subcontracted.

- a. **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.
9. **LOBBYING.** None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R., Section 501(c)(3)-ib(3).
10. **CONFORMANCE TO REGULATIONS.** CONTRACTOR shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
11. **CONFORMANCE TO LAW.** This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.
12. **ADMISSION POLICIES.** Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age (over 18), mental or physical disability, national origin, medical condition (cancer related), gender, pregnancy, or sexual orientation and that no one will be refused services because of inability to pay for services.
- a. Nondiscrimination in Services, Benefits and Facilities. There shall be no discrimination in the provision of services because of race, color, religion, age (over 18), mental or physical disability, national origin, medical condition (cancer related), gender, pregnancy, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this contract; subjecting a person to segregation or separate treatment in any matter related to his receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the

Exhibit A, 2002-2003

person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation.

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

a. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, 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 Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY 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 CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement 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.

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

the quality of services or individual participation in services provided under this Agreement.

19. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
20. **VOLUNTEERS.** CONTRACTOR agrees not to fill budgeted positions with volunteer workers.
21. **TRAVELING EXPENSES, FOOD AND LODGING.**
 - a. CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed those applicable to regular COUNTY employees. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.
 - b. Private mileage reimbursement, if paid based upon miles driven, to CONTRACTOR'S employees when incurred in performance of duties under this Agreement shall be payable at a rate not to exceed COUNTY rates payable to COUNTY employees.
22. **CONTRACTOR PERSONNEL STANDARDS.** The CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY'S Administrator may review resumes of all CONTRACTOR'S employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.
23. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz COUNTY Code, which by this reference is incorporated herein.
24. **CHANGES.**
 - a. COUNTY may from time to time request changes in the scope of the services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.
 - b. COUNTY shall have the right to renegotiate the financial and/or programmatic terms

of this Agreement in the event that there is a reduction in the approved budget.

25. NOTICE OF POSSIBLE TERMINATION FOR CAUSE.

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

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

26. TERMINATION OF AGREEMENT WITHOUT CAUSE. This Agreement may be terminated without cause by COUNTY or the CONTRACTOR with thirty (30) days written notice.

27. TERMINATION DUE TO CESSATION OF FUNDING. COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.

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

29. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs last. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, federal auditors or the designee of either for a period of five (5) years after final payment under this Agreement.

CONTRACTOR must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit be conducted annually if federal funds exceed \$300,000. A copy of the A-133 audit shall be submitted to COUNTY no later

than eight (8) months following the end of the fiscal year being audited.

- 30. WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
- 31. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit, performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exception by the COUNTY, State or Federal audit agency.
- 32. OVERPAYMENTS.** Over payments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Over payments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.
- 33. INSURANCE.**
- a. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.
- b. If CONTRACTOR utilizes subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTOR'S Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.
- (1) Types of Insurance and Minimum Limits**
- (a) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.
- (b) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

(c) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: a) bodily injury, b) personal injury, c) broad form property damage, d) contractual liability, and e) cross-liability.

(d) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.

(e) CONTRACTOR agrees to carry and maintain during the entire term of this Agreement 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.**

34. SAFETY AND INFECTION CONTROL.

a. CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

b. CONTRACTOR must, upon request, furnish documentation satisfactory to COUNTY'S Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.

c. CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTOR'S Safety and Infection Control Policy.

35. CULTURAL COMPETENCY:

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

Exhibit B, 2002-2003**COUNTY OF SANTA CRUZ****EXHIBIT B - STANDARD MENTAL HEALTH PROVISIONS**

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

1. ADMINISTRATION:

COUNTY'S Director of Mental Health, or his or her designee, hereinafter called COUNTY'S ADMINISTRATOR, under direction of the Health Services Administrator, shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY. CONTRACTOR'S Executive Director shall administer this Agreement on behalf of CONTRACTOR.

2. NOTICE:

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

3. PROVISION OF SERVICES:

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

b. The COUNTY Director of Mental Health or his/her staff shall specify in writing the kind, quality and amount of service which shall be provided to each eligible **patient/client** under this Agreement. Said service to be mutually agreed upon and fall within parameters of this Agreement.

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

4. CONFORMANCE TO CR/DC:

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

- a. Procedure for Complaint Process. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of race, color, religion, age, disability, national origin, gender, or sexual orientation shall be resolved by the State through the Department of Mental Health's Affirmative Action complaint process.
- b. Notice of Complaint Process. CONTRACTOR shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination, or a violation of their civil rights with the Department of Mental Health.

Exhibit B, 2002-2003**5. RECORDS**

- a. Client Records. CONTRACTOR shall maintain individual records for each client. Such records shall include identifying data, social and financial data, and a record of services provided by various personnel in such sufficient detail to make possible an evaluation by COUNTY of services rendered. COUNTY, at its sole option, may take custody and be responsible for safeguarding CONTRACTOR'S client records upon termination of this Agreement and shall thereupon act as custodian of such records for CONTRACTOR. CONTRACTOR shall be permitted access to and have a right to make copies of such records at any time. COUNTY agrees to maintain such records for such period as may be required by Title 22 of the California Code of Regulations. COUNTY agrees that such custody will conform to applicable confidentiality provisions of State and Federal law.
- b. Right to Review. CONTRACTOR authorizes the State Department of Mental Health, the Health Administrator or his/her designee and/or designated auditors of the COUNTY or State, the right to inspect and otherwise evaluate the appropriateness and timeliness of services performed, and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and payments made pursuant to this Agreement. The State Department of Health shall have the same rights of inspection and evaluation of Medi-Cal services provided by CONTRACTOR pursuant to this Agreement.
- c. Confidentiality of Client Records and Information. For the COUNTY'S Mental Health system (i.e., all Bronzan-McCorquodale funded providers) to provide coordinated, quality care, all COUNTY and Contract providers must be able to discuss and exchange relevant clinical and service needs information. This information must be exchanged when making referrals, accepting referrals or coordinating service delivery to a client. Consultation with the client regarding this exchange of information is required of the CONTRACTOR. CONTRACTOR is responsible for insuring that its ability to exchange client information within the Bronzan-McCorquodale provider system is maintained.

6. PAYMENT OF CLAIMS:

- a. COUNTY agrees to pay CONTRACTOR on receipt of a properly submitted monthly claim in a form found agreeable by COUNTY certifying the extent of performance under this Agreement. Each claim shall be submitted to and approved by COUNTY'S Administrator prior to payment by COUNTY.
- b. It is further agreed that the monthly claim will be based on the proposed budget and/or estimated units of service as presented in Exhibit D.

7. FULL COMPENSATION:

Pending any cost report adjustment, each claim so approved and paid shall constitute full and complete compensation to CONTRACTOR for the period covered by the claim. It is expressly understood and agreed that this Agreement constitutes the entire Agreement of CONTRACTOR and COUNTY and in no event shall CONTRACTOR be entitled to any compensation, benefits, reimbursements, or ancillary services other than as herein expressly provided.

Exhibit B, **2002-2003****8. PARTIAL PERFORMANCE:**

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

9. ACCOUNTS RECEIVABLE:

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

10. BUDGET CONTROL:

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

11. COST REPORT:

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

12. PRODUCTIVITY:

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

13. QUALITY IMPROVEMENT PARTICIPATION:

All CONTRACTORS who provide direct services to clients in the county shall participate in

Exhibit B, 2002-2003

the Quality Improvement program. This includes weekly meetings providing review of clinical records, peer review, difficult case conferences, utilization review appeals, and client outcomes development and review.

14. CULTURAL COMPETENCY

CONTRACTOR will comply with provisions identified in Exhibit A, paragraph 35 of this contract.

CONTRACTOR will have policies that comply with Title VI (Civil Rights Act) requirements prohibiting the expectation that family members provide interpreter services. CONTRACTOR will provide services in the COUNTY's threshold language (Spanish), or will provide free language assistance services. CONTRACTOR shall have policies and procedures for meeting language needs for consumers who do not meet threshold language criteria.

CONTRACTOR shall have available culturally and linguistically appropriate written information for identified threshold languages.

CONTRACTOR shall have available, as appropriate or feasible, alternatives and options that accommodate individual preferences and cultural and linguistic differences.

CONTRACTOR shall have a process to ensure that staff is able to provide culturally and linguistically competent medically necessary specialty mental health services. CONTRACTOR will provide or make available to staff cultural competence training, including an annual training on client culture.

CONTRACTOR will encourage staff participation in the COUNTY's Cultural Competence Council.

15. COUNTY INVOLVEMENT REGARDING HIRING:

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

16. REPORTABLE INCIDENTS:

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

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

COUNTY OF SANTA CRUZ

EXHIBIT C -- Scope of Service and Budget

PARENTS CENTER

Provider: Parents Center
Provider No.: 4430
Program: **Family Reunification/HRA**
Program Address: 530 Soquel Avenue, Santa Cruz, CA 95062
Provider Telephone: (831) 426-7322
Program Telephone: (831) 426-7322

To expand the public/private partnership in the COUNTY'S System of Care Model as well as to provide a culturally competent service system, the COUNTY is contracting with the Parents Center for five licensed and/or bilingual mental health or waived clinicians to provide intensive reunification mental health services for Santa Cruz County children in foster placement. Children's Mental Health and Parents Center staff will participate in the selection of these contract clinical staff whenever possible, although Parents Center will take the lead hiring role.

To ensure a System of Care approach with a strong focus on results and accountability, Children's Mental Health will have a pro-active and collaborative contract management role with the Parents Center program. The contractor will house and provide the lead on training, supervision, assignment, and support for contract staff. From within the COUNTY'S System of Care culture, contract staff will provide the full array of mental health rehabilitation services to reduce the length of stay in foster placement and promote a safe family reunification. Case loads will be approximately 15 per clinician in the foster care/family reunification team. Salary, benefits, transportation, registration fees, lodging, and license reimbursement will be paid by the CONTRACTOR. During the first half of fiscal year 2002-2003, Children's Mental Health housed and supervised the contract Parents Center staff. This will now be the responsibility of Parents Center to provide while at the same time being in close collaboration with Children's Mental Health SIS/SAS Supervisor. Both COUNTY and CONTRACTOR will provide training.

1. PROGRAM INTENT

- 1.1 Primary Task:** Parents Center staff will provide mental health services intended to assist the family in successfully completing the court reunification plan, thereby reducing the average length of stay in foster placement from 12 to 7 ½ months.
- 1.2 Description of Services and Staffing:** CONTRACTOR'S staff will essentially function like COUNTY staff, receiving Human Resources Agency screened and referred foster children who are assessed by Children's Mental Health and then assigned to COUNTY or CONTRACTOR staff for reunification mental health services.

Five (5.0) full-time contract staff will provide the full array of mental health rehabilitation services including assessment, individual, collateral, group, crisis intervention and case management services. These full-time staff will be required to provide some evening and weekend work to meet the needs of families receiving services. Like COUNTY staff, CONTRACTOR'S staff will provide the majority of services in the field (e.g. homes, school, community). In addition to the five counselors, a half time clinical supervisor and other needed support staff will be added to the program. Only four of the five clinical staff must be dedicated to providing SIS services. The fifth staff can serve community referrals who have Medi-Cal.

Quality Assurance Program: CONTRACTOR'S staff will participate in the COUNTY'S clinical meetings, when appropriate, interagency collaborative efforts with the Human Resources Agency and are part of the Quality Assurance (QA) plan under the Medi-Cal Rehabilitative Option. CONTRACTOR'S staff will be assessed through the Quality Improvement Committee's guidelines as well as through the Children's Mental Health evaluation component.

1.3 Description of Client Population: CONTRACTOR'S staff will serve a population of seriously emotionally disturbed children and adolescents in Santa Cruz County foster placements. These foster youth have multiple behavioral and emotional problems which require an interagency approach to successfully address and safely reunify them with their families with shorter foster placement stays.

1.4 Staffing: Five (5.0) full-time clinical staff will be hired by CONTRACTOR. Staff who are licensed or license eligible, as Marriage Family Therapists or Clinical Social Workers or Clinical Psychologists, are preferred. However, with staff who are proficient enough in Spanish to provide comprehensive mental health services, then a combination of education and training comparable to the COUNTY'S Mental Health Client Specialist will be sufficient.

1.5 Program Goals: The contract goals are to reduce the length of stay in foster placement by an average of 4½ months per child served (from an average of 12 months to 7½ months), and to safely and successfully reunify foster care children with their families.

- a. Length of Stay: Average 7½ months; range 4 - 12 months.
- b. Youth Served: Average case load 15 - 20; annual unduplicated count of 25 per clinician; total of 100 per year for 4 contract positions.
- c. Mental Health Services Productivity Expectation: 80% of time worked in Medi-Cal billable mental health services.
- d. Improvement in child/adolescent functioning as measured by CAFAS and/or CBCL.

1.6 Program Evaluation: Continued funding of this contract is dependent upon EPSDT Medical revenues and accomplishment of program intent and goals. Contract services will be

evaluated based upon the following:

- a. Number of youths served;
- b. Success in safe reunification;
- c. Reductions in average length of stay in foster placement;
- d. Improvement in functioning as measured by CAFAS and/or CBCL; and
- e. Mental Health services provided to Medi-Cal recipients.

2.0 SYSTEM INTENT

2.1 Geographic area serviced: County of Santa Cruz

2.2 Quality Assurance Program: Participation in County's Quality Improvement program.

2.3 Organization and Administrative Structure: Contract file.

2.4 Internal System Affiliations: Parents Center will coordinate closely with North & South County Children's Mental Health.

2.5 External System Affiliations: Parents Center has worked collaboratively with the Human Resources Agency in the provision of mental health services to foster children in the HRA system.

2.6 Fair Hearing Practice: Parents Center contract staff will be included in the fair hearing practices of COUNTY'S Children's Mental Health program.

S:2002-2003 Contracts
1412-01 Scope (Parents Center 2002-2003)
7/12/2

COUNTY OF SANTA CRUZ

EXHIBIT D - BUDGET, FISCAL AND PAYMENT PROVISIONS

1. FISCAL AND PAYMENT PROVISIONS:

- a. Upon receipt of monthly claim documenting CONTRACTOR'S actual costs, COUNTY shall reimburse CONTRACTOR in monthly payments with an annual amount equal to CONTRACTOR'S expenditures for prior month.
- b. Cost of services shall be reimbursed based on actual cost up to the maximum amount of contract, whichever is less, at the end of the contract year. CONTRACTOR shall remit any unearned funds to the COUNTY at the time CONTRACTOR submits cost report.

Exhibit D Budget #3 2002-2003

6/13/02

COUNTY OF SANTA CRUZ

EXHIBIT E - MENTAL HEALTH MEDI-CAL & MEDICARE REQUIREMENTS

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

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

1. Mutual Objectives

a. Both CONTRACTOR and COUNTY Desire:

(1) To assure that all Title XIX eligible clients are informed of the Medi-Cal program, and how to access it.

(2) To assure that assistance is provided to eligible individuals in determining their eligibility for participation in California's Medi-Cal plan.

(3) To assure the availability of early and appropriate interventions so that diagnosis, treatment, and rehabilitation occur in a timely manner.

(4) To assure that eligible individuals are aware of and understand, in culturally competent and language specific terms, the benefits of preventive and remedial care.

(5) To assure that health-related services provided to clients served by the CONTRACTOR are of sufficient amount, duration, and scope to correct or ameliorate the condition for which they were determined to be medically necessary.

2. The CONTRACTOR Agrees:

a. To provide a Medi-Cal cost report within 60 days after the end of the fiscal year which documents actual cost of providing Medi-Cal services. After the 60 day period, CONTRACTOR claims will be held for payment until the cost report is received.

b. To reimburse the COUNTY 50% of FFP paid for services in excess of costs upon submission of the cost report. This will be returned to the federal government by the COUNTY. This is based on total reimbursement for all Medi-Cal services paid in aggregate as calculated within the Short-Doyle/Medi-Cal cost report. This provision does not apply if the CONTRACTOR exceeds the contracted units of service by 10% or more.

c. To complete accurate CDS data forms documenting services provided by clinical staff and enter the data into the COUNTY'S management information system within 5 days of service.

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

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

- h. To comply with all state requirements of Short-Doyle/Medi-Cal including Coordinated Services Quality Assurance, certification, staffing ratios, documentation requirements, service authorization, etc. These are reflected in the state manuals and implemented in the local Quality Management Plan. All providers are required to obtain, review, and remain in full compliance with the local Quality Management Plan and Utilization Review Plan.
- i. To perform Medi-Cal Administrative and Outreach activities as an agent for the Santa Cruz County Health Services Agency, in order to improve the availability, accessibility, coordination, and appropriate utilization of preventive and remedial health care resources to Medi-Cal eligible individuals and their families (where appropriate), and to capture information using methods developed by the State (with training in these methods provided by the COUNTY) under the direction of the COUNTY. The activities to be included are as approved by the State Department of Mental Health. It is the responsibility of CONTRACTOR to remain current on the requirements for documentation of costs and activities as defined by the State.
- j. The CONTRACTOR is responsible for providing the required Medi-Cal units of service as defined in Exhibit C of this Agreement. The COUNTY shall not reimburse CONTRACTOR for any non Medi-Cal units of service in excess of the number shown on the Budget page of Exhibit C. The COUNTY shall not cover any short-falls due to lack of productivity. The maximum amount of this Agreement may be amended per Section A.3.i of Exhibit D if actual Medi-Cal units of service delivered deviate significantly from the budgeted Medi-Cal units of service defined in Exhibit C of this Agreement.

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

3. The COUNTY Agrees:

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

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

B. MEDICARE PARTIAL HOSPITALIZATION FOR COMMUNITY MENTAL HEALTH CENTERS

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

1. The CONTRACTOR Agrees:

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

2. The COUNTY Agrees:

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

Final determination of whether the CONTRACTOR meets or exceeds the above Medicare units of service standard will be made once all eligible units of service have been billed and adjudicated by the State. This will occur approximately 12 months

after the end of this Agreement. However, if quarterly reports indicate that actual Medicare units of service will either fail to meet the 90% standard, or exceed the 110% standard, the COUNTY reserves the right to amend this Agreement in order to increase or decrease the total contract amount based upon anticipated annual FFP before final adjudication of all units has occurred. This will not preclude subsequent amendments to this Agreement which reflect FFP and total contract amounts based upon final Medicare units of service delivered.

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

Exhibit E for 2002-2003
6/13/02

Exhibit X ,2002-2003**COUNTY OF SANTA CRUZ****EXHIBIT X - REVISIONS**

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

<input checked="" type="checkbox"/>	There are <u>no</u> revised paragraphs in this Agreement
<input type="checkbox"/>	There <u>are</u> revised paragraphs in this Agreement
Paragraph "_____" of Exhibit "_____" is hereby revised to read as follows:	
<input type="checkbox"/>	An Addition to said contract shall be as follows:

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) 7/18/02 (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 Agency - ADP (Department/Agency)
and Sobriety Works, 1051 41st Avenue, Santa Cruz, CA 95062 (Name/Address)

2. The agreement will provide Proposition 36 outpatient, daycare drug and alcohol counseling
and drug and alcohol testing.

3. Period of the agreement is from July 1, 2002 to June 30, 2003

4. Anticipated Cost is \$ 233,583.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks:

5. Detail: ☒ On Continuing Agreements List for FY 02 - 03, Page CC- 10 Contract No: 2535 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

6. Appropriations/Revenues are available and are budgeted in 364042 (Index) 3638 (Sub object)

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

Appropriations are available and will be encumbered.
are not

Contract No: 2535

By: [Signature]
Auditor-Controller Deputy

Date: 8/5/02

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

(Department/Agency)

Date: _____

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 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	\$						
20				Amount	Index	Sub object	User Code

The COUNTY OF SANTA CRUZ through the
HEALTH SERVICES AGENCY - Mental Health and Substance Abuse Services
324 Encinal Street, P.O. Box 962, Santa Cruz CA 95061-0962

0091

hereinafter called COUNTY and:

Sobriety Works
1051 41st Avenue
Santa Cruz, CA 95062
(831) 476-1747

hereinafter called CONTRACTOR for: Community based alcohol and drug treatment services.

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

WHEREAS pursuant to the provisions of California Government Code, Section 31000, the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

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

<u>EXHIBIT</u>	<u>TITLE</u>
A	Standard County / Agency Provisions
B	Standard Alcohol and Drug Program Provisions
C	Scope of Services
D	Budget, Fiscal and Payment Provisions
E	Not Included in this Agreement
F	Not Included in this Agreement
X	Revisions

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

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

July 1, 2002 through June 30, 2003

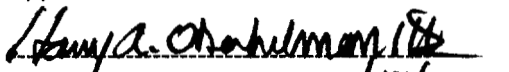
CONTRACTOR

COUNTY

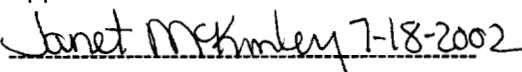

Name: Raymond Plamondon
Title: Executive Director

HEALTH SERVICES AGENCY

Approved as to Form:


County Counsel 7/17/02

Approved as to Insurances:


Janet McKimley 7-18-2002
Risk Management

Suffix: 01

Index: 364042

Subobject: 3638

Amount: 233,583

Total Contract Amount: \$233,583

Distribution:

Clerk of the Board
Auditor-Controller
Health Services Agency
Mental Health and Substance Abuse Services
Contractor

COUNTY OF SANTA CRUZ
EXHIBIT A.
STANDARD COUNTY/AGENCY PROVISIONS

COUNTY/AGENCY INFORMATION

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

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

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

A.3. RESPONSIBILITY FOR INVENTORY ITEMS.

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

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

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

limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR and third persons.

- b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- A.5. ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
- A.6. INTEREST OF CONTRACTOR. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement.
- A.7. SUBCONTRACTS. All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTORS relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. CONTRACTOR has legal responsibility for performance of all contract terms including those subcontracted.
- A.8. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this contract shall be used for any political activities or to further the election or defeat of any candidate for public office. No CONTRACTOR shall utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
- A.9. LOBBYING. None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures, or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(ib)(3).
- A.10. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
- A.11. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.
- A.12. ADMISSION POLICIES. Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age (over 18), physical or mental disability, medical condition (cancer related), pregnancy, marital status, national origin, ancestry, gender, sex, or sexual orientation and that no one will be refused services because of inability to pay for services.

- a. Nondiscrimination in Services, Benefits and Facilities. There shall be no discrimination in the provision of services because of race, color, religion, age (over 18), physical or mental disability, medical condition (cancer related), pregnancy, marital status: national origin, ancestry, gender, sex, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2001d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this contract; subjecting a person to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age (over 18), ancestry, physical or mental disability, national origin, gender, or sex, sexual orientation, medical condition (cancer related), pregnancy, marital status, veteran status, or any other non-merit factor unrelated to job duties.

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

- a. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
 - (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTORs solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.
 - (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the gender, race, disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with 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 this CONTRACTOR may be declared ineligible for further contracts with the COUNTY.
 - (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 13b to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- A.14. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
- A.15. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
- A.16. REPORTS. CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
- A.17. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- A.18. EVALUATION/RESEARCH. Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
- A.19. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows: "This program is funded under a contract with the County of Santa Cruz."

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

A.21. TRAVELING EXPENSES, FOOD AND LODGING.

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

A.22. CONTRACTOR PERSONNEL STANDARDS. The CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY'S Administrator may review resumes of all CONTRACTORS employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

A.23. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz COUNTY Code, which by this reference is incorporated herein.

A.24. CHANGES.

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

A.25. NOTICE OF POSSIBLE TERMINATION FOR CAUSE.

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

A.26. TERMINATION OF AGREEMENT WITHOUT CAUSE. This Agreement may be terminated without cause by COUNTY or the CONTRACTOR with thirty (30) days written notice.

- A.27. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
- A.28. **EXTENSION OF TIME.** COUNTY'S Administrator, may extend the time for completion of CONTRACTORS performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.
- A.29. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs last. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, federal auditors or the designee of either for a period of five (5) years after final payment under this Agreement.
- A.30. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
- A.31. **DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit, performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exception by the COUNTY, State or Federal audit agency.
- A.32. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Overpayments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.
- A.33. **INSURANCE.**
- a. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.
 - b. If CONTRACTOR utilizes subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTORS Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.
- (1) Types of Insurance and Minimum Limits:
- (a) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.

- (b) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by 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.

A.34. SAFETY AND INFECTION CONTROL.

- a. CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement

actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

- b. CONTRACTOR must upon request furnish documentation satisfactory to COUNTY'S Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.
- c. CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTOR'S Safety and Infection Control Policy.

A.35. CULTURAL COMPETENCY.

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

COUNTY OF SANTA CRUZ
EXHIBIT B
SPECIFIC ALCOHOL & DRUG PROGRAM PROVISIONS

CONTRACT ADMINISTRATION & NOTICES

- B.1. ADMINISTRATION: COUNTY'S Alcohol and Drug Program Administrator, hereinafter called COUNTY'S Administrator, under the direction of the Health Services Agency Administrator shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY. CONTRACTORS Executive Director shall administer this Agreement on behalf of CONTRACTOR.
- 8.2. NOTICE: Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by mail to the COUNTY'S Administrator at: County of Santa Cruz, HEALTH SERVICES AGENCY, Alcohol and Drug Programs, 324 Encinal Street, Santa Cruz CA 95060, or to CONTRACTOR at: Sobriety Works, 1051 41st Avenue, Santa Cruz, CA 95062.

FISCAL PROVISIONS

- B.3. 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.
- B.4. PARTIAL PERFORMANCE: In the event that less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY'S Administrator.
- B.5. FINAL BUDGET/CONTRACT REVISION: CONTRACTOR has the option to revise contract and/or contract budget with approval of COUNTY Administrator. Final revisions shall be submitted to COUNTY'S Administrator no later than sixty (60) days prior to the last day of this Agreement.
- B.6. BUDGET: CONTRACTOR agrees to provide COUNTY with a budget for services to be performed under this agreement as a basis for establishing the unit of service rate or cost reimbursement amount in Exhibit D, which shall be incorporated by reference in this agreement.
- B.7. COST ALLOCATION: CONTRACTOR agrees to allocate administrative, personnel, facility, and other operating costs under this Agreement according to a cost allocation system which has been approved by COUNTY'S Administrator. CONTRACTOR agrees to apply approved cost allocation system to all program components and to permit COUNTY to examine all books and accounting records, including, invoices, materials, payroll, or other data for the purpose of monitoring the cost allocation system.
- B.8. REOPENING OF AGREEMENT: CONTRACTOR may submit a written request to COUNTY'S Administrator to obtain approval of COUNTY to reopen Agreement. If COUNTY agrees to reopen Agreement, CONTRACTOR may be reimbursed for services provided after the date of COUNTY approval to amend the agreement. In no event shall CONTRACTOR be reimbursed for services not covered under this Agreement until a written amendment to this Agreement is approved by COUNTY. If CONTRACTOR provides services not covered by this Agreement after COUNTY has agreed to reopen, it does so at its own risk and will not be compensated for costs related to those services in the event that a final written amendment to this Agreement is not approved by the Board of Supervisors.
- B.9. PAYMENT BY CLAIM: COUNTY agrees to pay CONTRACTOR on receipt of a properly submitted claim on forms provided by COUNTY. Each claim shall be approved by COUNTY prior to payment.

COUNTY may withhold payment of any claim until required reports are received and approved by COUNTY.

B.10. METHOD OF PAYMENT

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

ADVANCE: CONTRACTOR shall be provided the option of electing to receive from COUNTY an advance payment. CONTRACTOR assures that a cash advance is needed each month in order to provide the contracted services. The amount of the advance payment shall not exceed 1/12th of the COUNTY'S maximum compensation, as shown in Exhibit D of this Agreement. Payment may be less than the above 1/12th amounts if there is Advance amounts may be adjusted based on COUNTY review of prior month's performance data entered in the Drug and Alcohol System (DAS) as prescribed in B.11. a cash carry-over from the prior month which indicates that the CONTRACTOR does not need the full advance amount to support the program's cash flow during the month. CONTRACTOR may be allowed a carry-over amount from month to month, not to exceed the 1112th monthly allocation, upon COUNTY Administrator's approval. Any unused funds exceeding the carry-over base shall be offset against the next month's advance. No single monthly payment shall exceed 1/12th of the Maximum Allocation unless there have been payments of less than 1/12th of such amount for any prior month of the agreement term. To the extent that there have been such lesser payments, the resultant savings may be used to pay monthly billings which exceed 1/12th of the Maximum Allocation. Justification to COUNTY'S Administrator shall be required for advance in excess of these amounts prior to approval of claim for such excess. The cash advance will not be used to provide working capital for non-COUNTY programs, and when possible the advance will be deposited in an interest bearing account, and the interest used to reduce program costs. Advance will include contract performance data as prescribed by the COUNTY. CONTRACTORS with cost reimbursement contracts shall file monthly or quarterly expenditure reports with each advance request. The expenditure reports must be identical in format as the contract budget or in a format approved by the COUNTY'S Administrator.

- B.11 COUNTY DRUG AND ALCOHOL SYSTEM (DAS):** For CONTRACTORS required to participate in the DAS data collection system, client and service data shall be submitted to the County Alcohol and Drug Program on COUNTY prescribed forms, on a schedule determined by the COUNTY. Incomplete, incorrect or duplicate DAS forms will not be accepted by the COUNTY. DAS forms submitted by the CONTRACTOR for recording of additional services or for correction of previously submitted data shall be submitted before the 10th day of the month following the month in which the services were provided. DAS forms submitted after the 10th day of the month following the month in which the services were provided may result in the reduction of CONTRACTOR advance claim amounts (see B.10. METHOD OF PAYMENT, ADVANCE). For final reconciliation purposes, with COUNTY Administrator approval, final DAS data additions and corrections submitted by the CONTRACTOR shall be accepted by the COUNTY only through the last day of the month following the end of the quarter in which services were provided:

Schedule for Final DAS Data Reconciliation:

- First quarter (July through September): all additions and/or corrections shall be submitted no later than October 31,
- Second quarter (October through December): all additions and/or corrections shall be submitted no later than January 31,
- Third quarter (January through March): all additions and/or corrections shall be submitted no later than April 30, and

Fourth quarter (April through June): all additions and/or corrections shall be submitted no later than July 31.

- B.12. ACCOUNTS RECEIVABLE: In the event that CONTRACTOR or COUNTY terminates this Agreement, COUNTY shall retain its interest in the accounts receivable which were a result of CONTRACTOR conducting business under this Agreement for COUNTY. The accounts receivable either shall be assigned to COUNTY or shall be used to offset any amounts that may be due to CONTRACTOR resulting from such termination.
- B.13. 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.
- B.14. ANNUAL AUDIT: CONTRACTORs expending \$300,000 or more of Federal funds (excluding Drug Medi-Cal) in a single year must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions, which requires a single or program-Specific audit be conducted annually. A copy of the A-133 audit shall be submitted to the County no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in Federal funds are exempt from A-133 audit requirements. Only costs of audits performed under Circular A-133 can be charged to the Federal award.

CONTRACTORs expending less than \$300,000 of Federal funds may be required by the COUNTY to have an audit, and will be notified in writing by the COUNTY 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.

All audits shall be conducted in accordance with the generally accepted government auditing standards as described in "Government Auditing Standards (1994 Revision)", published for the United States General Accounting Office by the Comptroller General of the United States. For recipients of Proposition 36 SACPA funds, the written audit report shall establish whether CONTRACTOR expended funds in accordance with the provisions of Title 9, SACPA Requirements and the COUNTY terms and conditions under which the funds were awarded.

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.

- B.15. 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. As outlined in Title 9, (CCR), Section 9530(f), determination of allowable and allocable costs for programs receiving Proposition 36 SACPA funds shall be made utilizing the guidelines contained in the Act and in cost principles published by the Federal Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit Organizations". 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 CONTRACTORs 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.

ALCOHOL AND DRUG PROGRAM ASSURANCES

- B.16. ASSURANCE OF NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES RECEIVING STATE FINANCIAL ASSISTANCE.** By signing this contract, CONTRACTOR 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.

CONTRACTOR shall ensure that each of its employees are aware of the rights of ultimate beneficiaries and the responsibilities of CONTRACTORs 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 CONTRACTOR receives State financial assistance. Further, the CONTRACTOR 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.

CONTRACTOR 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**. CONTRACTOR 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 CONTRACTOR, its successor transferees, and assignees.

- B.17. ASSURANCES REGARDING THE NO UNLAWFUL USE OF DRUGS OR ALCOHOL** (Based on ADP **7290 - 4(92)**). Consistent with the requirements of California Health and Safety Code, Division **10.5**, Sections **11999** through **11999.3** (**SB1377**), Statutes of **1989**, Chapter **1429**, by signing this contract, CONTRACTOR does hereby assure that he or she understands the requirements of Section **11999.2**, has reviewed those aspects of the program to which Section **11999.2** applies and assures those aspects of the program to which Section **11999.2** applies meet 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.

MISCELLANEOUS PROVISIONS:

- B.18. INCIDENT REPORTING: CONTRACTOR will report all incidents affecting the immediate health, safety and well-being of clients to the COUNTY Alcohol and Drug Program Administrator or his/her designee within 24 hours of knowledge of the condition or incident. Reportable incidents include, but are not limited to, deaths; episodes of acute life-threatening illness; serious physical or psychological injuries or risk thereof; and allegations of abuse and/or neglect.
 - a. CONTRACTOR shall establish policies and procedures for investigation of such incidents and cooperate fully with COUNTY Alcohol and Drug Program Administration in any additional investigation it may wish to conduct.
- 8.19. ATTENDANCE AND REPORTS AT ALCOHOL AND DRUG ABUSE COMMISSION MEETINGS: CONTRACTOR'S Superintendent, or his/her designee, shall attend all duly called meetings of the Santa Cruz COUNTY Alcohol and Drug Abuse Commission (ADAC) as requested by COUNTY'S Administrator. Reports to ADAC shall be given as scheduled or a portion of any claim may be withheld.
- 8.20. CONFORMANCE TO REGULATIONS: CONTRACTOR shall perform this Agreement in conformance with all applicable Federal, State, and local rules and regulations including, but not limited to; California Government Code of Regulations - Title IX, California Health and Safety Code - Division 10.5, Drug Program policies as identified in the Drug Program Fiscal Systems Manual (March 1985), ADP's "County Monitoring Manual for Treatment Providers (July 1982) and applicable facility and professional licensure and/or certification laws. Failure to operate in conformance with licensing/certification requirements may result in termination of Agreement.
- B.21. INSURANCE: In addition to insurance provisions in Exhibit A, CONTRACTOR (excluding self-insured programs) shall also forward proof of coverage of all policies on ACORD form #25 before their expiration date to County Administrator (Alcohol and Drug Program Administrator, P.O. Box 962, Santa Cruz, Ca. 95061).
- 8.22. PERSONNEL POLICIES: In addition to personnel standards in Exhibit A, CONTRACTOR shall have written personnel policies and shall make its personnel policies accessible to employees and to COUNTY.
- 8.23. REAL PROPERTY DISCLOSURES: If CONTRACTOR is renting, leasing or subleasing any real property where persons are to receive services hereunder, CONTRACTOR shall prepare and submit to COUNTY'S Administrator, upon request, an affidavit sworn to and executed by CONTRACTOR'S duly constituted officers containing a detailed description of all existing and pending rental agreements, leases and subleases. The description shall include: the term (duration) of such rental agreement, the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, and the full names and addresses of all parties who stand in position of lessor or sublessor. If the lessor or sublessor is a private corporation, affidavit shall disclose a listing of all general and limited partners thereof. True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be made available to COUNTY upon request.

THE FOLLOWING PROVISIONS FOR TREATMENT PROVIDERS ONLY

- B.24. AIDS PROTOCOL: CONTRACTOR shall develop a protocol on Acquired Immune Deficiency Syndrome (AIDS) as it relates to the treatment services provided by the agency. The protocol shall address staff training, client information, and treatment environment. The AIDS protocol shall be developed in consultation with the County's Administrator and shall be submitted to the County's Administrator for approval.
- B.25. HIV POSITIVE: Each service modality described in Exhibit C that provides treatment services for intravenous drug abusers shall admit on a priority basis individuals who test positive for HIV and so advise those individuals seeking treatment. HIV status shall be disclosed by individuals only on a voluntary basis.
- B.26. OUTREACH: Each treatment service modality described in Exhibit C shall perform outreach activities for the purpose of encouraging individuals in need of drug abuse treatment to obtain such treatment.
- B.27. CLIENT RECORDS: CONTRACTOR shall maintain individual client records for each client. Such records shall include identifying data, social and financial data and a record of service provided by various personnel in sufficient detail to make possible evaluation by County's Administrator, or his/her designee, of services rendered. County, at its option, may take custody of CONTRACTOR'S client records upon termination of services by CONTRACTOR. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law.
- B.28. DEFINITION OF CLIENT: For the purposes of this Agreement, a client shall be defined as any individual to whom CONTRACTOR provides services for which compensation is sought, in whole or in part, from County.
- B.29. CLIENT FEES AND OTHER REVENUE:

FEE FOR SERVICE CONTRACTS: If CONTRACTOR is reimbursed on a fee-for-service basis, then all clients, except those receiving treatment through Drug Medi-Cal funds, be charged a fee by CONTRACTOR for services provided hereunder. This fee shall be based upon the client's ability to pay for services, but shall not be in excess of CONTRACTOR'S negotiated unit costs of providing said services. CONTRACTOR shall submit client fee schedule to County's Administrator for approval. All fees collected from, or on behalf of clients shall be used to reduce the amount payable by County under this Agreement. Revenue in the form of client fees and other revenue collected by CONTRACTOR as a result of providing services under this Agreement shall be used by CONTRACTOR to support the cost of the total gross program unless specified otherwise in this Agreement. All revenue collected by CONTRACTOR under this agreement shall be reported, on a cash basis, in CONTRACTOR'S claim to County, excluding revenue required through fund raising activities or charitable donation.

PROPOSITION 36 CONTRACT: Clients receiving treatment through Proposition 36 funds shall pay fees as determined by the Court. Payment of such fees shall be recorded by the CONTRACTOR and shall be used to reduce the cost of services. Fees collected from Proposition 36 clients shall first be used to offset the costs of drug and alcohol testing and any remaining fees shall be used to reduce the amount payable by County as set forth in Exhibit D under this Agreement.

FEES/PAYMENTS FOR SERVICES NOT COVERED BY THIS AGREEMENT: Fees or payments collected from, or on behalf of individuals not covered by this Agreement for services provided by CONTRACTOR which are the same or similar to services described in Exhibit C of this Agreement, may be used by CONTRACTOR to expand, or enhance CONTRACTOR'S program. Fees and/or payments described above shall not reduce the amount of compensation claimed from County.

- B.30. DATA SYSTEMS: CONTRACTOR shall fully participate in the National Drug and Alcohol Treatment Unit Survey (NDATUS), the California Alcohol and Drug Data System (CADDs), the Drug and

Alcohol Treatment Access Report (DATAR), and any other data collection systems required by the State Department of Alcohol and Drug Programs (ADP).

- 8.31. LATINO ACCESSIBILITY POLICY: CONTRACTOR shall submit an updated assessment of their Latino Accessibility Policy and Action Plan and report during the first quarter. The report will also include a list of current staff members, their ethnicity and Spanish language fluency. During the fourth quarter, CONTRACTOR will report on all Action Plan steps including training, hiring and/or termination/resignation of staff or Board members scheduled to be completed by year end.

EXHIBIT C-1 SCOPE OF SERVICES

Contractor: Sobriety Works
 Component: Proposition 36 Outpatient
 Modality: Individual and Group Counseling
 Primary Target Groups Treated: Proposition 36 Drug Offenders

Provider #: 44-4419

PRIMARY PROBLEMS TREATED

The Sobriety Works Proposition 36 Outpatient Program provides co-ed, 12 Step, social model, bilingual (Spanish/English) addiction treatment and education, case management and referrals. Treatment includes individual and group therapy sessions used to facilitate the recovery process. Groups include process work, recovery support, drug and alcohol education, relapse prevention, special assignments, special populations and aftercare activities. Court appearances will be provided by treatment staff as required.

PROGRAM GOALS AND OBJECTIVES

GOAL I. To provide a total of 2,833 outpatient services staff hours (169,980 minutes) of which 55% or at least **1,558** hours will be for direct face-to-face services. Face-to-face staff hours will not equal available staff hours because of staff time for charting, no-shows and session planning. Services will be provided to 84 men and women referred by the SACPA Treatment Team including assessment, treatment, case management, court appearances, referral and aftercare services that are authorized and approved by the **HSA** Mental Health Client Specialist as part of the Substance Abuse and Crime Prevention Act (SACPA) Treatment Team. Sobriety Works will collect fees designated by the Court and provide monthly accounting to HSA and Probation. Random alcohol and drug testing will be provided as ordered by the court. Ancillary services will be provided through referral or directly.

OBJECTIVE A. INDIVIDUAL COUNSELING. Of the 2,833 outpatient hours, 300 staff hours will be provided for Individual Counseling to 84 unduplicated clients.

OBJECTIVE B. GROUP COUNSELING. Of the 2,833 staff hours for Outpatient Services, Sobriety Works will provide 2,533 staff hours for Group Counseling to 84 unduplicated clients.

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

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

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

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

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

1. The title, topic and date of the training;
2. The length of the training;
3. The name and title of each staff attending the training.

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

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

OBJECTIVE B. Maintain the appropriate Fire Marshal clearance and State License or Certification.

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

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

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

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

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

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

EXHIBIT C-2
SCOPE OF SERVICES

Contractor: Sobriety Works
Component: Proposition 36 Intensive Day Treatment
Modality: Day Treatment Counseling
Primary Target Groups Treated: Proposition 36 Drug Offenders

Provider #: **44-4419**

PRIMARY PROBLEMS TREATED

The Sobriety Works Proposition 36 Intensive Day Treatment Program provides co-ed, 12 Step, social model, bilingual (Spanish/English) alcoholism and drug addiction treatment 5 days a week. Services include assessment, intake, recovery planning, individual and group counseling, family sessions, substance abuse and recovery education, case management and referrals. Treatment includes three individual sessions. Groups include process work, recovery support, drug and alcohol education, relapse prevention, special assignments, and topics include but are not limited to anger management, financial planning, vocational resources, HIV/AIDS, fear, grief and loss, JOHARI Window, resentments, and spirituality. Court appearances will be provided by treatment staff as required.

PROGRAM GOALS AND OBJECTIVES

- GOAL I. Sobriety Works will provide a total of 1,322 Intensive Day Treatment Days to 66 men and women referred by the SACPA Treatment Team. Sobriety Works will collect fees designated by the Court and provide monthly accounting to HSA and Probation. Random alcohol and drug testing will be provided as ordered by the court. Ancillary services will be provided through referral or directly.

EXHIBIT C-3
SCOPE OF SERVICES

Contractor:	Sobriety Works	Provider #: 44-4419
Component:	Proposition 36 Outpatient	
Modality:	Drug and Alcohol Testing	
Primary Target Groups Treated:	Proposition 36 Drug Offenders	

PRIMARY PROBLEMS TREATED

The Sobriety Works Proposition 36 Services will include drug and alcohol testing according to a schedule mandated by the Court.

PROGRAM GOALS AND OBJECTIVES

GOAL I: Sobriety Works will provide random alcohol and drug testing of Proposition 36 outpatient and residential clients as ordered by the Court. Testing will be conducted on site using the protocols established by the COUNTY. Results of the tests will be included in all reports on client progress provided to the SACPA Team. Costs of the testing will be offset first by fees collected from Proposition 36 clients, and then from non-Proposition 36 funds provided by the COUNTY.

OBJECTIVE A. Assay at least 85% of samples collected.

OBJECTIVE B. Conduct at least one full panel test per month, and test the remaining samples to be assayed for the client's primary drug(s) of choice.

OBJECTIVE C. Where non-evidentiary tests are used, be prepared to submit the specimen for confirmatory analysis if a positive result is challenged by the client.

OBJECTIVE D. Report any positive test results to Probation within two working days of receiving the positive result.

EXHIBIT D
BUDGET, FISCAL AND PAYMENT PROVISIONS

- D.1. COMPENSATION: Total contract amount shall not exceed Two Hundred Thirty-Three Thousand, Five Hundred Eighty-Three and No/100 dollars (\$233,583.00) for services performed during the term of this Agreement. In no event shall County obligation of State Drug and Alcohol Allocation base and required County funds exceed this amount.

FOR FEE-FOR-SERVICE CONTRACTS: County agrees to pay CONTRACTOR a total sum not to exceed Two Hundred Thirty-Three Thousand, Five Hundred Eighty-Three and No/100 dollars (\$233,583.00) for services performed during the term of this Agreement in accord with the negotiated rates set forth in the following Service Agreement Budget. In no event shall County obligation of State Drug and Alcohol Allocation base, Proposition 36 and Proposition 10 allocations and required County funds exceed this amount. Proposition 36 funds may only be used for activities related to Proposition 36 clients as follows:

- a. PROPOSITION 36 SERVICES: Services that are authorized and approved by the HSA Mental Health Client Specialist as part of the Substance Abuse and Crime Prevention Act (SACPA) Treatment Team. CONTRACTOR will provide Client Progress Reports in accordance with COUNTY Protocols established in compliance with federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R Part 2.

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.

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

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

- a. OUTPATIENT STAFF HOUR: Those hours that a direct service staff person is on the job and available to provide services. A direct service staff person is defined as a staff person who spends time providing services directly to program clients. Administrative, clerical and other support services may not be billed as staff hours. Staff time used for vacations, holidays, sick leave and other leave may not be billed to County. Volunteer and unpaid intern time may not be billed to County. Time to be billed in one minute increments of direct staff time. Staff Hours may include individual counseling and group therapy of a minimum of three (3) and not more than fifteen (15) unrelated individuals, intake, assessment, case management, referral and aftercare services. County will allow no more than **45%** of non face-to-face indirect time for outpatient counseling services. Indirect services in excess of that amount submitted by contractor will be deducted from total earned amounts prior to preparation of each monthly claim. Total outpatient units of service will be reconciled at the end of the fiscal year to ensure that no more than **45%** of units of service are indirect.
- b. DCH DAY (DAY CARE HABILITATIVE): A day in which a minimum of 3 hours of treatment is provided. DCH will be provide a minimum of three (3) hours per day, three (3) days per week of scheduled, formalized services for Proposition 36 clients.
- c. DRUG AND ALCOHOL TESTING: All Proposition 36 clients will be randomly tested using standard urinalysis and breathalyzer tests as ordered by the Court. A drug and alcohol test is defined as an all-inclusive unit of service that includes collecting, handling, initial and confirmatory assaying, and reporting on a drug and alcohol specimen. Tests shall be conducted randomly and administered according to American Probation and Parole Guidelines

for drug testing and COUNTY protocols. Any client fees collected in the course of providing Proposition 36 services shall first be used to reduce the costs of these tests **as** outlined in Exhibit B of this Agreement. Proposition 36 treatment funds may not be used for drug testing.

- D.4. ADVANCE BASE:** Advances for Proposition 36 services shall be made on a base of Two Hundred Thirty-Three Thousand, Five Hundred Eighty-Three and No/100 dollars (\$233,583.00). Advance Base does not include Drug Testing funds. Settlement of final contract payments will be based on the final Cost Report.
- D.5. INCREASE IN MAXIMUM ALLOCATION FOR MODE OF SERVICE:** Funds may not be shifted between modalities, e.g., Outpatient and Residential, without written approval by County Administrator. Shifts can be requested to the extent that there are funds available as a result of reduced billings for another mode of service or other modes of services hereunder. Such shifting of funds shall be on a dollar for dollar basis and as the Maximum Allocation for provision of a particular mode of service is augmented, there shall be a corresponding reduction in the Maximum Allocation for another mode of service or modes of services. County reserves the right to redirect CalWORKs, Proposition 10 and Proposition 36 funding to other services or organizations if funds are not utilized as intended or if other service priorities are established.

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) 7/18/02 (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 Agency - ADP (Department/Agency)
and New Life Community Services, 707 Fair Avenue, Santa Cruz, CA 95060 (Name/Address)

2. The agreement will provide Proposition 36 residential and outpatient drug and alcohol counseling and drug and alcohol testing.

3. Period of the agreement is from July 1, 2002 to June 30, 2003

4. Anticipated Cost is \$ 248,036.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks:

5. Detail: ☐ On Continuing Agreements List for FY 02 - 03, Page CC- 0 Contract NO: 2537 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

6. Appropriations/Revenues are available and are budgeted in 364042 (Index) 3638 (Sub object)

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

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

Contract No: 2537

By: [Signature]
Auditor Controller Deputy

Date: 8/5/02

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

Date: _____

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canaty
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
20 Auditor Description \$ _____ / _____
Amount Index Sub object User Code

The COUNTY OF SANTA CRUZ through the
HEALTH SERVICES AGENCY – Mental Health and Substance Abuse Services
324 Encinal Street, P.O. Box 962, Santa Cruz CA 95061-0962

0115

hereinafter called COUNTY and:

New Life Community Services
707 Fair Avenue
Santa Cruz, CA 95060
(831) 427-1007

hereinafter called CONTRACTOR for: Treatment for Proposition 36 Drug Offenders

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

WHEREAS pursuant to the provisions of California Government Code, Section 31000, the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

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

EXHIBIT TITLE

A	Standard County / Agency Provisions
B	Standard Alcohol and Drug Program Provisions
C	Scope of Services
D	Budget, Fiscal and Payment Provisions
E	Not Included in this Agreement
F	Not Included in this Agreement
X	Revisions

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

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

July 1, 2002 through June 30, 2003

CONTRACTOR




Name: Emanuel DeNike
Title: Executive Director

COUNTY

HEALTH SERVICES AGENCY

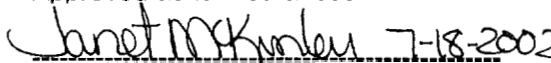
Approved as to Form:


County Counsel 7/17/02

Suffix: 01

Index: 364042

Approved as to Insurances:

 7-18-2002

Subobject: 3638
Amount: 248,036

Risk Management 3

Total Contract Amount: \$248,036

Distribution:

Clerk of the Board
Auditor-Controller
Health Services Agency
Mental Health and Substance Abuse Services
Contractor

COUNTY OF SANTA CRUZ
EXHIBIT A
STANDARD COUNTY/AGENCY PROVISIONS

COUNTY/AGENCY INFORMATION

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

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

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

A.3. RESPONSIBILITY FOR INVENTORY ITEMS.

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

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

- a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this contract, including but not

limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR and third persons.

- b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- A.5. ASSIGNABILITY. The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.
- A.6. INTEREST OF CONTRACTOR. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement.
- A.7. SUBCONTRACTS. All subcontracts of CONTRACTOR for provision of services under this Agreement shall be notified of CONTRACTORS relationship to COUNTY. Any subcontract which is in excess of one thousand dollars (\$1,000) shall have prior written approval of COUNTY'S Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. CONTRACTOR has legal responsibility for performance of all contract terms including those subcontracted.
- A.8. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this contract shall be used for any political activities or to further the election or defeat of any candidate for public office. No CONTRACTOR shall utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
- A.9. LOBBYING. None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures, or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(ib)(3).
- A.10. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
- A.11. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.
- A.12. ADMISSION POLICIES. Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age (over 18), physical or mental disability, medical condition (cancer related), pregnancy, marital status, national origin, ancestry, gender, sex, or sexual orientation and that no one will be refused services because of inability to pay for services.

- a. Nondiscrimination in Services, Benefits and Facilities. There shall be no discrimination in the provision of services because of race, color, religion, age (over 18), physical or mental disability, medical condition (cancer related), pregnancy, marital status, national origin, ancestry, gender, sex, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2001d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this contract; subjecting a person to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age (over 18), ancestry, physical or mental disability, national origin, gender, or sex, sexual orientation, medical condition (cancer related), pregnancy, marital status, veteran status, or any other non-merit factor unrelated to job duties.

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

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

- (3) In the event of the CONTRACTORS non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders this CONTRACTOR may be declared ineligible for further contracts with the COUNTY.
 - (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 13b to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- A.14. CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
- A.15. MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
- A.16. REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
- A.17. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- A.18. EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
- A.19. PUBLICITY.** CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows: "This program is funded under a contract with the County of Santa Cruz."

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

A.21. TRAVELING EXPENSES, FOOD AND LODGING.

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

A.22. CONTRACTOR PERSONNEL STANDARDS. The CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY'S Administrator may review resumes of all CONTRACTORS employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

A.23. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz COUNTY Code, which by this reference is incorporated herein.

A.24. CHANGES.

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

A.25. NOTICE OF POSSIBLE TERMINATION FOR CAUSE.

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

A.26. TERMINATION OF AGREEMENT WITHOUT CAUSE. This Agreement may be terminated without cause by COUNTY or the CONTRACTOR with thirty (30) days written notice.

- A.27. **TERMINATION DUE TO CESSATION OF FUNDING.** COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
- A.28. **EXTENSION OF TIME.** COUNTY'S Administrator, may extend the time for completion of CONTRACTORS performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.
- A.29. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs last. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, federal auditors or the designee of either for a period of five (5) years after final payment under this Agreement.
- A.30. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
- A.31. **DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit, performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exception by the COUNTY, State or Federal audit agency.
- A.32. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Overpayments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.
- A.33. **INSURANCE.**
- a. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.
 - b. If CONTRACTOR utilizes subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTORS Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.
- (1) Types of insurance and Minimum Limits:
- (a) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.

- (b) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
 - (c) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
 - (d) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.
 - (e) CONTRACTOR agrees to carry and maintain during the entire term of this Agreement fire and extended coverage including theft insurance to adequately cover value of COUNTY'S inventoriable items in the possession of CONTRACTOR. Insurance policy must name COUNTY as the loss payee.
- (2) Other Insurance Provisions:
- (a) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
 - (b) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

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

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

A.34. SAFETY AND INFECTION CONTROL.

- a. CONTRACTOR asserts that it is in compliance with applicable Cal/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement

actions, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

- b. CONTRACTOR must upon request furnish documentation satisfactory to COUNTY'S Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.
- c. CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTORS Safety and Infection Control Policy.

A.35. CULTURAL COMPETENCY.

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

COUNTY OF SANTA CRUZ
EXHIBIT B
SPECIFIC ALCOHOL & DRUG PROGRAM PROVISIONS

CONTRACT ADMINISTRATION & NOTICES

- B.1. ADMINISTRATION: COUNTY'S Alcohol and Drug Program Administrator, hereinafter called COUNTY'S Administrator, under the direction of the Health Services Agency Administrator shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement and shall administer this Agreement on behalf of COUNTY. CONTRACTORS Executive Director shall administer this Agreement on behalf of CONTRACTOR.
- B.2. NOTICE: Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by mail to the COUNTY'S Administrator at: County of Santa Cruz, HEALTH SERVICES AGENCY, Alcohol and Drug Programs, 324 Encinal Street, Santa Cruz CA 95060, or to CONTRACTOR at: New Life Community Services, 707 Fair Avenue, Santa Cruz, CA 95060.

FISCAL PROVISIONS

- B.3. 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.
- B.4. PARTIAL PERFORMANCE: In the event that less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY'S Administrator.
- B.5. FINAL BUDGET/CONTRACT REVISION: CONTRACTOR has the option to revise contract and/or contract budget with approval of COUNTY Administrator. Final revisions shall be submitted to COUNTY'S Administrator no later than sixty (60) days prior to the last day of this Agreement.
- B.6. BUDGET: CONTRACTOR agrees to provide COUNTY with a budget for services to be performed under this agreement as a basis for establishing the unit of service rate or cost reimbursement amount in Exhibit D, which shall be incorporated by reference in this agreement.
- B.7. COST ALLOCATION: CONTRACTOR agrees to allocate administrative, personnel, facility, and other operating costs under this Agreement according to a cost allocation system which has been approved by COUNTY'S Administrator. CONTRACTOR agrees to apply approved cost allocation system to all program components and to permit COUNTY to examine all books and accounting records, including, invoices, materials, payroll, or other data for the purpose of monitoring the cost allocation system.
- B.8. REOPENING OF AGREEMENT: CONTRACTOR may submit a written request to COUNTY'S Administrator to obtain approval of COUNTY to reopen Agreement. If COUNTY agrees to reopen Agreement, CONTRACTOR may be reimbursed for services provided after the date of COUNTY approval to amend the agreement. In no event shall CONTRACTOR be reimbursed for services not covered under this Agreement until a written amendment to this Agreement is approved by COUNTY. If CONTRACTOR provides services not covered by this Agreement after COUNTY has agreed to reopen, it does so at its own risk and will not be compensated for costs related to those services in the event that a final written amendment to this Agreement is not approved by the Board of Supervisors.
- B.9. PAYMENT BY CLAIM: COUNTY agrees to pay CONTRACTOR on receipt of a properly submitted claim on forms provided by COUNTY. Each claim shall be approved by COUNTY prior to payment.

COUNTY may withhold payment of any claim until required reports are received and approved by COUNTY.

B.IO. METHOD OF PAYMENT

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

ADVANCE: CONTRACTOR shall be provided the option of electing to receive from COUNTY an advance payment. CONTRACTOR assures that a cash advance is needed each month in order to provide the contracted services. The amount of the advance payment shall not exceed 1/12th of the COUNTY'S maximum compensation, as shown in Exhibit D of this Agreement. Advance amounts may be adjusted based on COUNTY review of prior month's performance data entered in the Drug and Alcohol System (DAS) as prescribed in B.11. Payment may be less than the above 1/12th amounts if there is a cash carry-over from the prior month which indicates that the CONTRACTOR does not need the full advance amount to support the program's cash flow during the month. CONTRACTOR may be allowed a carry-over amount from month to month, not to exceed the 1/12th monthly allocation, upon COUNTY Administrator's approval. Any unused funds exceeding the carry-over base shall be offset against the next month's advance. No single monthly payment shall exceed 1/12th of the Maximum Allocation unless there have been payments of less than 1/12th of such amount for any prior month of the agreement term. To the extent that there have been such lesser payments, the resultant savings may be used to pay monthly billings which exceed 1/12th of the Maximum Allocation. Justification to COUNTY'S Administrator shall be required for advance in excess of these amounts prior to approval of claim for such excess. The cash advance will not be used to provide working capital for non-COUNTY programs, and when possible the advance will be deposited in an interest bearing account, and the interest used to reduce program costs. Advance will include contract performance data as prescribed by the COUNTY. CONTRACTORS with cost reimbursement contracts shall file monthly or quarterly expenditure reports with each advance request. The expenditure reports must be identical in format as the contract budget or in a format approved by the COUNTY'S Administrator.

- B.11. COUNTY DRUG AND ALCOHOL SYSTEM (DAS):** For CONTRACTORS required to participate in the DAS data collection system, client and service data shall be submitted to the County Alcohol and Drug Program on COUNTY prescribed forms, on a schedule determined by the COUNTY. Incomplete, incorrect or duplicate DAS forms will not be accepted by the COUNTY. DAS forms submitted by the CONTRACTOR for recording of additional services or for correction of previously submitted data shall be submitted before the 10th day of the month following the month in which the services were provided. DAS forms submitted after the 10th day of the month following the month in which the services were provided may result in the reduction of CONTRACTOR advance claim amounts (see B.IO. METHOD OF PAYMENT, ADVANCE). For final reconciliation purposes, with COUNTY Administrator approval, final DAS data additions and corrections submitted by the CONTRACTOR shall be accepted by the COUNTY only through the last day of the month following the end of the quarter in which services were provided:

Schedule for Final DAS Data Reconciliation:

First quarter (July through September): all additions and/or corrections shall be submitted no later than October 31,

Second quarter (October through December): all additions and/or corrections shall be submitted no later than January 31,

Third quarter (January through March): all additions and/or corrections shall be submitted no later than April 30, and Fourth quarter (April through June): all additions and/or corrections shall be submitted no later than July 31.

- B.12. ACCOUNTS RECEIVABLE: In the event that CONTRACTOR or COUNTY terminates this Agreement, COUNTY shall retain its interest in the accounts receivable which were a result of CONTRACTOR conducting business under this Agreement for COUNTY. The accounts receivable either shall be assigned to COUNTY or shall be used to offset any amounts that may be due to CONTRACTOR resulting from such termination.
- B.13. 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.
- B.14. ANNUAL AUDIT: CONTRACTORS expending \$300,000 or more of Federal funds (excluding Drug Medi-Cal) in a single year must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions, which requires a single or program-specific audit be conducted annually. A copy of the A-133 audit shall be submitted to the County no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in Federal funds are exempt from A-133 audit requirements. Only costs of audits performed under Circular A-133 can be charged to the Federal award.

CONTRACTOR'S expending less than \$300,000 of Federal funds may be required by the COUNTY to have an audit, and will be notified in writing by the COUNTY 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.

All audits shall be conducted in accordance with the generally accepted government auditing standards as described in "Government Auditing Standards (1994 Revision)", published for the United States General Accounting Office by the Comptroller General of the United States. For recipients of Proposition 36 SACPA funds, the written audit report shall establish whether CONTRACTOR expended funds in accordance with the provisions of Title 9, SACPA Requirements and the COUNTY terms and conditions under which the funds were awarded.

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.

- B.15. 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. As outlined in Title 9, (CCR), Section 9530(f), determination of allowable and allocable costs for programs receiving Proposition 36 SACPA funds shall be made utilizing the guidelines contained in the Act and in cost principles published by the Federal Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit Organizations". 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 CONTRACTORS 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.

ALCOHOL AND DRUG PROGRAM ASSURANCES

- B.16. ASSURANCE OF NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES RECEIVING STATE FINANCIAL ASSISTANCE. By signing this contract, CONTRACTOR 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.

CONTRACTOR shall ensure that each of its employees are aware of the rights of ultimate beneficiaries and the responsibilities of CONTRACTOR 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 CONTRACTOR receives State financial assistance. Further, the CONTRACTOR 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.

CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR, its successor transferees, and assignees.

- 8.17. ASSURANCES REGARDING THE NO UNLAWFUL USE OF DRUGS OR ALCOHOL (Based on ADP 7290 – 4/92). 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, by signing this contract, CONTRACTOR does hereby assure that he or she understands the requirements of Section 11999.2, has reviewed those aspects of the program to which Section 11999.2 applies and assures those aspects of the program to which Section 11999.2 applies meet 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.

MISCELLANEOUS PROVISIONS:

- B.18. INCIDENT REPORTING: CONTRACTOR will report all incidents affecting the immediate health, safety and well-being of clients to the COUNTY Alcohol and Drug Program Administrator or his/her designee within 24 hours of knowledge of the condition or incident. Reportable incidents include, but are not limited to, deaths; episodes of acute life-threatening illness; serious physical or psychological injuries or risk thereof; and allegations of abuse and/or neglect.
- a. CONTRACTOR shall establish policies and procedures for investigation of such incidents and cooperate fully with COUNTY Alcohol and Drug Program Administration in any additional investigation it may wish to conduct.
- B.19. ATTENDANCE AND REPORTS AT ALCOHOL AND DRUG ABUSE COMMISSION MEETINGS: CONTRACTOR's Superintendent, or his/her designee, shall attend all duly called meetings of the Santa Cruz COUNTY Alcohol and Drug Abuse Commission (ADAC) as requested by COUNTY'S Administrator. Reports to ADAC shall be given as scheduled or a portion of any claim may be withheld.
- B.20. CONFORMANCE TO REGULATIONS: CONTRACTOR shall perform this Agreement in conformance with all applicable Federal, State, and local rules and regulations including, but not limited to; California Government Code of Regulations - Title IX, California Health and Safety Code - Division 10.5, Drug Program policies as identified in the Drug Program Fiscal Systems Manual (March 1985), ADP's "County Monitoring Manual for Treatment Providers (July 1982) and applicable facility and professional licensure and/or certification laws. Failure to operate in conformance with licensing/certification requirements may result in termination of Agreement.
- B.21. INSURANCE: In addition to insurance provisions in Exhibit A, CONTRACTOR (excluding self-insured programs) shall also forward proof of coverage of all policies on ACORD form #25 before their expiration date to County Administrator (Alcohol and Drug Program Administrator, P.O. Box 962, Santa Cruz, Ca. 95061).
- B.22. PERSONNEL POLICIES: In addition to personnel standards in Exhibit A, CONTRACTOR shall have written personnel policies and shall make its personnel policies accessible to employees and to COUNTY.
- B.23. 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 CONTRACTORS duly constituted officers containing a detailed description of all existing and pending rental agreements, leases and subleases. The description shall include: the term (duration) of such rental agreement, the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, and the full names and addresses of all parties who stand in position of lessor or sublessor. If the lessor or sublessor is a private corporation, affidavit shall disclose a listing of all general and limited partners thereof. True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be made available to COUNTY upon request.

THE FOLLOWING PROVISIONS FOR TREATMENT PROVIDERS ONLY

- B.24. AIDS PROTOCOL: CONTRACTOR shall develop a protocol on Acquired Immune Deficiency Syndrome (AIDS) as it relates to the treatment services provided by the agency. The protocol shall address staff training, client information, and treatment environment. The AIDS protocol shall be

developed in consultation with the County's Administrator and shall be submitted to the County's Administrator for approval.

- B.25. HIV POSITIVE: Each service modality described in Exhibit C that provides treatment services for intravenous drug abusers shall admit on a priority basis individuals who test positive for HIV and so advise those individuals seeking treatment. HIV status shall be disclosed by individuals only on a voluntary basis.
- B.26. OUTREACH: Each treatment service modality described in Exhibit C shall perform outreach activities for the purpose of encouraging individuals in need of drug abuse treatment to obtain such treatment.
- 8.27. CLIENT RECORDS: CONTRACTOR shall maintain individual client records for each client. Such records shall include identifying data, social and financial data and a record of service provided by various personnel in sufficient detail to make possible evaluation by County's Administrator, or his/her designee, of services rendered. County, at its option, may take custody of CONTRACTORS client records upon termination of services by CONTRACTOR. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law.
- B.28. DEFINITION OF CLIENT: For the purposes of this Agreement, a client shall be defined as any individual to whom CONTRACTOR provides services for which compensation is sought, in whole or in part, from County.
- B.29. CLIENT FEES AND OTHER REVENUE:

FEE FOR SERVICE CONTRACTS: If CONTRACTOR is reimbursed on a fee-for-service basis, then all clients, except those receiving treatment through Drug Medi-Cal funds, be charged a fee by CONTRACTOR for services provided hereunder. This fee shall be based upon the client's ability to pay for services, but shall not be in excess of CONTRACTOR'S negotiated unit costs of providing said services. CONTRACTOR shall submit client fee schedule to County's Administrator for approval. All fees collected from, or on behalf of clients shall be used to reduce the amount payable by County under this Agreement. Revenue in the form of client fees and other revenue collected by CONTRACTOR as a result of providing services under this Agreement shall be used by CONTRACTOR to support the cost of the total gross program unless specified otherwise in this Agreement. All revenue collected by CONTRACTOR under this agreement shall be reported, on a cash basis, in CONTRACTOR'S claim to County, excluding revenue required through fund raising activities or charitable donation.

PROPOSITION 36 CONTRACT: Clients receiving treatment through Proposition 36 funds shall pay fees as determined by the Court. Payment of such fees shall be recorded by the CONTRACTOR and shall be used to reduce the cost of services. Fees collected from Proposition 36 clients shall first be used to offset the costs of drug and alcohol testing and any remaining fees shall be used to reduce the amount payable by County as set forth in Exhibit D under this Agreement.

FEES/PAYMENTS FOR SERVICES NOT COVERED BY THIS AGREEMENT: Fees or payments collected from, or on behalf of individuals not covered by this Agreement for services provided by CONTRACTOR which are the same or similar to services described in Exhibit C of this Agreement, may be used by CONTRACTOR to expand, or enhance CONTRACTORS program. Fees and/or payments described above shall not reduce the amount of compensation claimed from County.

- B.30. DATA SYSTEMS: CONTRACTOR shall fully participate in the National Drug and Alcohol Treatment Unit Survey (NDATUS), the California Alcohol and Drug Data System (CADDs), the Drug and Alcohol Treatment Access Report (DATAR), and any other data collection systems required by the State Department of Alcohol and Drug Programs (ADP).

- B.31. LATINO ACCESSIBILITY POLICY: CONTRACTOR shall submit an updated assessment of their Latino Accessibility Policy and Action Plan and report during the first quarter. The report will also include a list of current staff members, their ethnicity and Spanish language fluency. During the fourth quarter, CONTRACTOR will report on all Action Plan steps including training, hiring and/or termination/resignation of staff or Board members scheduled to be completed by year end.

EXHIBIT C-1 SCOPE OF SERVICES

Contractor: New Life Community Services
 Component: Proposition 36 Outpatient
 Modality: Individual and Group Counseling
 Primary Target Groups Treated: Proposition 36 Drug Offenders

Provider #: 44-4418

PRIMARY PROBLEMSTREATED

The New Life Community Services, Inc. Proposition 36 Outpatient Program provides co-ed, 12 Step, social model, bilingual (Spanish/English) addiction treatment, case management and referrals. Treatment includes individual and group therapy sessions used to facilitate the recovery process. Groups include intra-psychic, recovery support, broad-based education, drug and alcohol education, relapse prevention, special assignments, special populations and aftercare activities. Court appearances will be provided by treatment staff as required.

PROGRAM GOALS AND OBJECTIVES

GOAL I. New Life Community Services will provide a total of 615 outpatient services staff hours (36,900 minutes) of which 55% or at least 338 hours will be for direct face-to-face services. Face-to-face staff hours will not equal available staff hours because of staff time for charting, no-shows, court appearances and session planning. Clients are men and women referred by the Proposition 36 SACPA Treatment Team. New Life Community Services, Inc. will collect fees designated by the Court and provide monthly accounting to HSA and Probation. Random alcohol and drug testing will be provided as ordered by the court. Ancillary services will be provided through referral or directly.

OBJECTIVE A. INDIVIDUAL COUNSELING. Of the 615 outpatient hours, 205 staff hours will be provided for Individual Counseling to 43 unduplicated clients.

OBJECTIVE B. GROUP COUNSELING. Of the 615 outpatient hours, 415 hours will be provided for Group Counseling to 43 unduplicated clients.

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

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

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

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

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

1. The date, title and topic of the training
2. The length of the training
3. The name and title of each staff attending the training.

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

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

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

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

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

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

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

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

EXHIBIT C-2 SCOPE OF SERVICES

Contractor:	New Life Community Services	Provider #: 44-4418
Component:	Proposition 36 Residential Treatment	
Modality:	Residential Treatment	
Primary Target Groups Treated:	Proposition 36 Drug Offenders	

PRIMARY PROBLEMS TREATED

The New Life Community Services, Inc. Proposition 36 Outpatient Program provides co-ed, 12 Step, social model, bilingual (Spanish/English) addiction treatment, case management and referrals. Residential Treatment includes individual and group therapy sessions used to facilitate the recovery process. Groups include intra-psychic, recovery support, broad-based education, drug and alcohol education, relapse prevention, special assignments, special populations and aftercare activities. Court appearances will be provided by treatment staff as required.

PROGRAM GOALS AND OBJECTIVES

GOAL I: Primary goal to provide 3100 bed days of service. New Life Community Services, Inc. will operate and maintain 73 residential treatment beds for adult residents and their children in accordance with the "Standards for Direct Alcohol Treatment Services" published by the State Department of Alcohol and Drug programs, and the "County Monitoring Manual For Treatment Providers," prepared by the State Division of Drug programs.

OBJECTIVE A. RESIDENTIAL TREATMENT. To provide residential treatment from 28 days to 12 months to men and women, referred by the SACPA Treatment Team.

A.1. New Life Community Services, Inc. will provide the following:

- a. A total of 73 facility beds with an average 85% occupancy rate for County qualified clients.
- b. A total of 3,100 bed days for Proposition 36 Residential Treatment per year.

A.2 Random alcohol and drug testing will be provided as ordered by the court. Ancillary services will be provided through referral or directly.

A.3. New Life Community Services, Inc. will collect fees designated by the Court and provide monthly accounting to HSA and Probation.

EXHIBIT C-3
SCOPE OF SERVICES

Contractor: New Life Community Services

Provider #: 44-4418

Component: Proposition 36 Outpatient

Modality: Drug and Alcohol Testing

Primary Target Groups Treated: Proposition 36 Drug Offenders

PRIMARY PROBLEMS TREATED

The New Life Community Services, Inc. Proposition 36 Services will include drug and alcohol testing according to a schedule mandated by the Court.

PROGRAM GOALS AND OBJECTIVES

GOAL I: New Life Community Services, Inc. will provide random alcohol and drug testing of Proposition 36 outpatient and residential clients as ordered by the Court. Testing will be conducted on site using the protocols established by the COUNTY. Results of the tests will be included in all reports on client progress provided to the SACPA Team. Costs of the testing will be offset first by fees collected from Proposition 36 clients, and then from non-Proposition 36 funds provided by the COUNTY.

OBJECTIVE A. Assay at least 85% of samples collected.

OBJECTIVE B. Conduct at least one full panel test per month, and test the remaining samples to be assayed for the client's primary drug(s) of choice.

OBJECTIVE C. Where non-evidentiary tests are used, be prepared to submit the specimen for confirmatory analysis if a positive result is challenged by the client.

OBJECTIVE D. Report any positive test results to Probation within two working days of receiving the positive result.

EXHIBIT D
BUDGET, FISCAL AND PAYMENT PROVISIONS

- D.1. COMPENSATION: Total contract amount shall not exceed Two-Hundred Forty-Eight Thousand, Thirty-Six and No/100 dollars (\$248,036.00) for services performed during the term of this Agreement. In no event shall County obligation of State Drug and Alcohol Allocation base and required County funds exceed this amount.

FOR FEE-FOR-SERVICE CONTRACTS: County agrees to pay CONTRACTOR a total sum not to exceed Two-Hundred Forty-Eight Thousand, Thirty-Six and No/100 dollars (\$248,036.00) for services performed during the term of this Agreement in accord with the negotiated rates set forth in the following Service Agreement Budget. In no event shall County obligation of State Drug and Alcohol Allocation base and Proposition 36 allocations and required County funds exceed this amount. Proposition 36 funds may only be used for activities related to Proposition 36 clients as follows:

- a. PROPOSITION 36 SERVICES: Services that are authorized and approved by the HSA Mental Health Client Specialist as part of the Substance Abuse and Crime Prevention Act (SACPA) Treatment Team. CONTRACTOR will provide Client Progress Reports in accordance with COUNTY Protocols established in compliance with federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R part 2.

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.

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

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

- a. OUTPATIENT STAFF HOUR: Those hours that a direct service staff person is on the job and available to provide services. A direct service staff person is defined as a staff person who spends time providing services directly to program clients. Administrative, clerical and other support services may not be billed as staff hours. Staff time used for vacations, holidays, sick leave and other leave may not be billed to County. Volunteer and unpaid intern time may not be billed to County. Time to be billed in one minute increments of direct staff time. Staff hours may include individual counseling and group therapy of a minimum of three (3) and not more than fifteen (15) unrelated individuals, intake, assessment, case management, referral and aftercare services. County will allow no more than 45% of non face-to-face indirect time for outpatient counseling services. Indirect services in excess of that amount submitted by contractor will be deducted from total earned amounts prior to preparation of each monthly claim. Total outpatient units of service will be reconciled at the end of the fiscal year to ensure that no more than 45% of units of service are indirect.
- b. BED DAY: A bed day for an individual client is one in which one (1) treatment bed is utilized to provide 24-hour inpatient care for an individual client. In the case of bed days for clients with child(ren), a "treatment bed" includes provisions for beds for and care of both the client and their accompanying child(ren). The bed must be licensed and funded. The facility, staffing and other conditions necessary to provide the treatment services to a client occupying that bed must be available. Billable day shall include the day of admission, but not the day of discharge.
- c. DRUG AND ALCOHOL TESTING: All Proposition 36 clients will be randomly tested using standard urinalysis and breathalyzer tests as ordered by the Court. A drug and alcohol test is

defined as an all-inclusive unit of service that includes collecting, handling, initial and confirmatory assaying, and reporting on a drug and alcohol specimen. Tests shall be conducted randomly and administered according to American Probation and Parole Guidelines for drug testing and COUNTY protocols. Any client fees collected in the course of providing Proposition 36 services shall first be used to reduce the costs of these tests as outlined in Exhibit B of this Agreement. Proposition 36 treatment funds may not be used for drug testing.

- D.4. ADVANCE BASE: Advances for NNA and Proposition 36 services shall be made on a base of Two-Hundred Forty-Eight Thousand, Thirty-Six and No/100 dollars (\$248,036.00). Settlement of final contract payments will be based on the final Cost Report.
- D.5. INCREASE IN MAXIMUM ALLOCATION FOR MODE OF SERVICE: Funds may not be shifted between modalities, e.g., Outpatient and Residential, without written approval by County Administrator. Shifts can be requested to the extent that there are funds available as a result of reduced billings for another mode of service or other modes of services hereunder. Such shifting of funds shall be on a dollar for dollar basis and as the Maximum Allocation for provision of a particular mode of service is augmented, there shall be a corresponding reduction in the Maximum Allocation for another mode of service or modes of services. County reserves the right to redirect CalWORKs, Proposition 10 and Proposition 36 funding to other services or organizations if funds are not utilized as intended or if other service priorities are established.

LEGAL ENTITY: New Life Community Services
 PROGRAM NAME: Substance Abuse Services
 INDEX NUMBER: 364042

FISCAL YEAR: 2002/2003
 CONTRACT #: CO2537-01
 DATE: 07/17/02

SANTA CRUZ COUNTY
 MENTAL HEALTH & SUBSTANCE ABUSE
 SERVICE AGREEMENT BUDGET
 EXHIBIT D

CONTRACT
 TOTAL

PROGRAM COMPONENT
 PROVIDER #

FUNDING SOURCES

NNA (COUNTY, SGF, SAPT)
 PROPOSITION 10
 PROPOSITION 36
 CalWORKs
 OTHER GRANT (COUNTY)
 FEDERAL DRUG MEDI-CAL
 STATE DRUG MEDI-CAL MATCH
 NET CONTRACT AMOUNT

CLIENT/PATIENT FEES
 OTHER (CONTRACTOR)

TOTAL FUNDING SOURCES

UNIT COST CALCULATION

CONTRACTOR'S COSTS
 COUNTY'S DIRECT COSTS
 TOTAL DIRECT COSTS
 UNITS OF SERVICE
 COST PER UNIT - TOTAL
 CONTRACT COST PER UNIT
 COUNTY COST PER UNIT
 REIMBURSEMENT TYPE

ENTER NO DATA IN SHADED SECTIONS

Outpatient 4418	Residential 4418	Drug Test 4418							
28,308	210,800								
		8,928							
28,308	210,800	8,928							
59,342	312,828	7,072							
87,650	523,628	16,000							

59,342	312,828	7,072							
28,308	210,800	8,928							
87,650	523,628	16,000							
36,900	3,100	714							
0.77	68.00	12.50							
0.77	68.00	12.50							
0.77	68.00	12.50							
RATE	RATE	RATE							

The COUNTY agrees to purchase up to the number of Contract Units specified below at the Contract Cost Per Unit calculated above, up to the maximum shown in Net Contract Amount by type of service for all services with Reimbursement Type=RATE. The COUNTY agrees to purchase up to the number of Contract Units specified below at the Contract Cost Per unit calculated above, up to the maximum shown in Net Contract Amount by type of service for all services with Reimbursement Type=RATE - CAP, with a further limitation of reimbursement and final reconciliation to actual costs, as limited by and to the cost per unit listed on this page multiplied by actual units delivered as an upper limit of reimbursement. The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown by type of service for all services with Reimbursement Type=COST.

CONTRACT UNITS
 CONTRACT MEDI-CAL UNITS

36,900	3,100	714							
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