



County of Santa Cruz

0000181

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(831) 454-4000 FAX: (831) 454-4770

HEALTH SERVICES AGENCY ADMINISTRATION

March 14, 2006

AGENDA: March 28, 2006

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

Re: Approval of Health Agreements

Dear Members of the Board:

The Health Services Agency (HSA) requests your Board's approval of five agreements for health services.

Santa Cruz Area Transportation Management Association

On January 24, 2006, HSA informed your Board that the County had received two grants to expand the Countywide Traffic Safety Program for Bicycle Education from the Monterey Bay Unified Air Pollution Control District and the California State Office of Traffic Safety. This expansion will be achieved through the attached agreement with Santa Cruz Area Transportation Management Association in the amount of \$91,300. This agreement will provide safety education, support services and incentives to increase bike to school trips among students traveling to campuses. The term of the agreement coincides with the grant period of October 1, 2005, through December 31, 2007. A condition of the State grant was State approval of all contract agreements, which delayed HSA from requesting your approval. The State recently indicated its approval of the contract. The services under this grant are completely funded through the above grants.

Axolotl

HSA has an existing agreement with Axolotl to provide secure, web-based clinical messaging and related services for physicians and staff in the County and local non-profit community safety net clinics including Santa Cruz Women's Health Center, Salud Para la Gente, Planned Parenthood Santa Cruz and Watsonville, and Dientes Dental Clinic. Funding for the use of this system was largely through a grant by the U.S. Bureau of Primary Health Care (BPHC) Healthy Community Access Program (HCAP). HSA requests your Board's approval to amend the existing agreement with Axolotl to add HSA Clinics patient demographics and lab results reporting capability. These two important features will reduce the amount of manual effort necessary to keep physicians, psychiatrists and clinical support staff informed about patient health status. Up to date lab results information will also be critical to Electronic Medical Records system implementation currently planned in HSA for May of this year. This amendment will increase expected expenditures by approximately \$10,000 in the current fiscal year and will be funded through existing federal revenues.

Maxim Healthcare

HSA requests approval of a new agreement with Maxim Healthcare to provide adequate nursing registry resources to cover nursing shifts in the Jail. Nursing registry vendors are used to cover shifts as a last resort and only when HSA staff are unavailable to cover nursing shifts in the Jail due to illness, vacation or during periods of recruitment. This agreement provides nurses on an hourly basis consistent with the rates of the other vendors which HSA uses for this service. At times, the other vendors do not have resources available when HSA has need for this service and Maxim has a large nursing pool from which to draw from.

County of Santa Clara

HSA requests your Board's approval of an agreement with the County of Santa Clara for access to their Starlight children's mental health residential treatment facility. This facility delivers sub-acute care to children who are at risk of hospitalization or who need intense care in order to be discharged from an inpatient hospital. HSA Mental Health placed a child at this facility on an emergency basis on September 2, 2005 through October 11, 2005. This agreement is necessary to reimburse Santa Clara for the expenses of this emergency placement. Existing Mental Health Managed Care State allocation revenue will be used to fund this agreement.

County of Marin

HSA requests you Board's approval of a new agreement with the County of Marin for Medical Administrative Activities (MAA) host county duties. As you may recall, the State requires a single County to be designated the host county for MAA, to act as a liaison to all other counties. Santa Cruz County acted in this capacity in the past and Butte County was the last host county. HSA's existing budget includes federal funding for this agreement in the amount of \$26,638.

No new county funds are needed to fund the activities associated with any of the attached agreements.

It is, therefore, RECOMMENDED that your Board:

1. Approve the attached agreements with: Santa Cruz Area Transportation Management Association, a new agreement in the amount of \$91,300 for Bicycle Safety services effective October 1, 2005; Axolotl, Contract 3004, an amendment adding clinic messaging data services; Maxim Healthcare, a new agreement at an hourly rate for nursing registry services at the Jail; County of Santa Clara, a new agreement at a daily rate for children's mental health residential services effective September 1, 2005; and County of Marin, a new agreement for Medical Administrative Activity host county services in the amount \$26,638, and authorize the Health Services Agency Director to sign.

Sincerely,


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

RECOMMENDED:


 Susan A. Mauriello
 County Administrative Officer

RK:GK

Attachments: Contract, ADM-29

cc: County Administrative Office
Auditor-Controller
County Counsel
HSA Administration

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

0000184

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)
BY: [Signature] (Signature) 3/14/06 (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 Health Services Agency - Public Health (Department/Agency)
and Santa Cruz Area Transportation Management Assoc., PO Box 8425, Santa Cruz, CA 95061 (Name/Address)

2. The agreement will provide services under the Office Of Traffic Safety & Monterey Bay Unified Air Pollution Control District Grants

3. Period of the agreement is from October 1, 2005 to December 31, 2007

4. Anticipated Cost Is \$ \$31,975 through 6/30/06 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: Total contract amount is \$91,300; \$31,975 for FY 05-06, \$45,650 for 06/07, & \$13,675 for 07/08

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 362800 (Index) 3665 (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: C05 3466-01

By: Renee Hammon Date: 3/16/06
Auditor-Controller Deputy

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

Health Services Agency Director (DepVAgency Head) to execute on behalf of the

Health Services Agency (Department/Agency)

Date: 3/20/06

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

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

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

0000185

COUNTY

The COUNTY OF SANTA CRUZ through the
HEALTH SERVICES AGENCY- PUBLIC HEALTH
1080 Emeline Avenue, P.O. Box 962, Santa Cruz, CA 95061-0962

Hereinafter called COUNTY and:

CONTRACTOR

Name: Santa Cruz Area Transportation Management Association
Address: P.O. Box 8425
Santa Cruz, CA 95061

Hereinafter called CONTRACTOR for: services under the Office of Traffic Safety & Air District Grants

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 here to do mutually agree as set forth in

EXHIBITS

CHECK BOX IF ATTACHEDEXHIBIT**A**TITLE

Scope of Services

**B**

Budget, Fiscal and Payment Provisions

**C**

Standard County / Agency Provisions

**D**

Standard (Division) Provisions

**E**

Mental Health Medi-Cal, Medicare Requirements

**H**

Business Services Addendum

**X**

Revisions

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

SIGNATURES

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

July 1, 2005 through December 31, 2007
OCTOBER

CONTRACTOR

COUNTY


Santa Cruz Area Transportation Management Assoc.

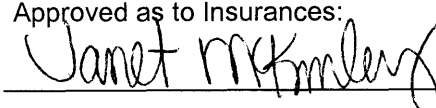
HEALTH SERVICES AGENCY

APPROVED AS TO:

Approved as to Form: 

County Counsel

Approved as to Insurances:


Risk Management Division

3-6-06

Suffix: 01 02

Index: 362800 362800

Subobject: 3665 3665

User Code: H525 H338

Amount: 36,600 54,700

Total Contract Amount: \$91,300

DIST.

Clerk of the Board
Auditor-Controller

Health Services Agency
Contractor

Agreement Number:
Suffix: 01 & 02

1. DUTIES OR SERVICES PROVIDED.

A. Office of Traffic Safety Grant (OTS)– Suffix 01: CONTRACTOR agrees to accomplish the goals, objectives and activities set forth in the California OTS Project Number PS 0622 grant. CONTRACTOR agrees to exercise special skill to accomplish the following results in coordination with COUNTY Health Services Agency staff for the “Bicycle Safety Program”:

Result 1: Develop bicycle safety curriculum, recruitment flyers, and educational materials for each of three target groups (middle school students, parents, and college students).

Bike Smart Program staff will accomplish the following prior to Sept. 30, 2007:

Result 2: Conduct 32 classroom workshops impacting approximately 400 middle and high school students.

Bike to Work Program staff will accomplish the following prior to Sept. 30, 2007:

Result 3: Conduct 24 traffic safety workshops for approximately 288 parents. Parent workshops will include discussions of current traffic laws and ordinances, on-going traffic problems in and around the school site, and ways to reinforce traffic safety education.

Result 4: Conduct 40 traffic safety workshops for approximately 400 college students. Student workshops will include discussions of current traffic laws and ordinances, on-going traffic problems in and around the school site, and ways to reinforce traffic safety education.

B. Monterey Bay Unified Air Pollution Control District AB2766 – Suffix 02: CONTRACTOR agrees to accomplish the goals, objectives and activities set forth in the Monterey Bay Unified Air Pollution Control District AB2766 Grant 06-29 Bike to School Expansion Promotion Campaign. CONTRACTOR agrees to exercise special skill to accomplish the following results in coordination with COUNTY Health Services Agency staff for the “Bike to School Expansion Program”:

Bike Smart Program staff will accomplish the following:

Result 1: Conduct 9 annual bike safety classroom presentations to prepare students for the bike rodeos for a total of 18 presentations over the two-year contract period.

Result 2: Conduct 9 annual bike safety rodeos geared towards 4th & 5th graders for a total of 18 rodeos over the two-year contract period.

Continued on page 2

Bike to Work Program staff will accomplish the following:

Result 3: Recruit 9 new school sites to participate in the twice-yearly Bike to School Day, occurring in the spring and fall. Bike to School Day events will be staffed and coordinated by the SCATMA's Bike to Work.

Result 4: Implement an in-classroom bicycle tracking system for 9 classrooms, which will provide a weekly reminder, incentives and encouragement for kids to bike to school. Collaborate with the parents and teachers of the 9 "tracking" classrooms regarding bike safety. Provide parents and teachers with appropriate education and support services so they are able to mentor their children, encourage continual support for biking to school, and assist in tracking the increase in bike to school activities.

2. **Reports & Evaluation.**

Contractor shall submit written quarterly and final reports to COUNTY for the Office of Traffic Safety and Monterey Bay Unified Air Pollution Control grants. These reports shall detail the achievement of goals, objectives and activities accomplished during the grant period ending December 31, 2007. CONTRACTOR further agrees to provide other such data and information as may be required for COUNTY to meet State reporting requirements.

Agreement Number: Suffix: 01 & 02
Program: OTS & AB2766

1. COMPENSATION for Suffix 01 and 02. In consideration for CONTRACTOR providing services described in Scope of Work (Exhibit A), COUNTY agrees to pay as follows: **an amount not to exceed \$91,300** as detailed in the attached Program Budgets (Exhibit B01 & B02). Total contract amount is based on and limited to the availability of funding via the Office of Traffic Safety Grant and the Monterey Bay Unified Air Pollution Control District Grant. If funding is reduced or eliminated, the amount available for services provided under this agreement will likewise be reduced or eliminated. No COUNTY funds will be used to fund services under this agreement.
2. 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.
3. BUDGET CONTROL. With prior written approval of COUNTY, CONTRACTOR may adjust cost among budget line items or add/delete line items as long as the total amount of the contract is not exceeded.

EXHIBIT B 01**Program Budget: Office of Traffic Safety****Agreement Number: Suffix: 01**

Office of Traffic Safety- Suffix 01
October 2005– December 2007
Fiscal and Payment Provisions

Bike Smart Program	Total
32 Classroom workshops @ \$350	\$ 11,200
Materials, Duplicating, & Supplies	\$ 600
Travel	\$ 400
<i>Bike Smart Program Budget Total</i>	<i>\$ 12,200</i>

Bike to Work Program	
24 Traffic Safety Workshops for Parents @ \$350	\$ 8,400
40 Traffic Safety Workshops for College Students @ \$350	\$ 14,000
Materials, Duplicating, & Supplies	\$ 1,200
Travel	\$ 800
<i>Bike to Work Program Budget total</i>	<i>\$ 24,400</i>

Total Contract Budget	\$ 36,600
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EXHIBIT B 02

Program Budget: Air District Grant AB2766

Agreement Number: Suffix: 02

Monterey Bay Unified Air Pollution Control District AB 2766 - Suffix 02
January 2006– December 2007
Fiscal and Payment Provisions

	Bike Smart Program		Total
Result 1:	18 Classroom Presentations @ \$350 per presentation	\$	6,300
Result 2:	18 Rodeos @ \$980 per rodeo	\$	17,640
	Materials and Supplies	\$	2,000

	Bike to Work Program		
Result 3:	9 School Sites @ \$740 per site	\$	6,660
	9 Classroom Tracking System/Support Services/Education		
Result 4:	@ \$1,459 per classroom	\$	13,135
	Materials and supplies	\$	8,965

Total Contract Budget	\$ 54,700
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EXHIBIT C – STANDARD COUNTY / AGENCY PROVISIONS

1. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
2. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**
CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 2 and 3 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 it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the 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 Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
3. **INSURANCE.** Unless waived in Exhibit X, Paragraph I of this Agreement, CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum 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.

If CONTRACTOR utilizes one or more 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.

A. TYPES OF INSURANCE AND MINIMUM LIMITS

1. Worker's Compensation in the minimum statutory required coverage amounts.
2. 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.

3. 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.
4. Professional Liability Insurance in the minimum amount of \$1,000,000.

B. OTHER INSURANCE PROVISIONS

1. 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 coverage being both available and reasonable 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 reasonable.
2. 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 additional insureds as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."
3. 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: County of Santa Cruz, Health Services Agency, Purchasing/Claims, 7080 Emeline Avenue, Santa Cruz, CA 95060."
4. 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 coverages. All Certificates of Insurance shall be delivered or sent to: *County of Santa Cruz, Purchasing/ Claims, 7080 Emeline Avenue, Santa Cruz, CA 95060.*

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

- A. The 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), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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. 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 Business Enterprises are available from the COUNTY General Services Purchasing Division.
 2. 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.
 3. The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 46. 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.

5. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors, which indicate that CONTRACTOR is an independent contractor.

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

6. **NONASSIGNMENT.** CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.
7. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
8. **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 first. 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, or the designee of either for a period of five (5) years after final payment under this Agreement.

9. **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.
10. **LIVING WAGE.** This agreement is covered under Living Wage provisions if initialed by COUNTY in Exhibit X, Paragraph 2.

This agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if initialed by the COUNTY in Exhibit X. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (7) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

11. **FINANCIAL REPORTING.** CONTRACTOR shall:

- A. Within sixty (60) days after each annual anniversary of the effective date of this Agreement, the CONTRACTOR shall provide the Contract Administrator with a Contract Closeout Report, in a form established by the County Auditor-Controller. The Contract Administrator shall review and approve the Report. The Contract Administrator shall transmit the approved Report to the County Auditor-Controller within thirty (30) days after receipt from the CONTRACTOR.
- B. Within 180 days of the end of each of the CONTRACTOR'S fiscal years occurring during the term of this Agreement, the CONTRACTOR shall provide the County Auditor-Controller and the Contract Administrator with Financial Statements relating to the entirety of the CONTRACTOR'S operations, which shall include all of the following: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses.

1. For the purposes of this paragraph, "CONTRACTOR'S fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.
 2. The Contract Administrator and the County Auditor-Controller may agree to extend the deadline for the Financial Statements required by this paragraph.
 3. For any fiscal year in which the cumulative total of annual revenue received by CONTRACTOR from all sources, both public and private, equals \$300,000 or more, the CONTRACTOR shall provide a Financial Statement audited by an independent certified public accountant (CPA) to the County Auditor- Controller and the Contract Administrator.
 4. Where the CONTRACTOR is not required to provide audited Financial Statements, the CONTRACTOR shall provide the Financial Statements described above, along with a statement of certification signed by one of the CONTRACTOR'S directors or executive officers, stating who prepared the financial statements, and that the statements have been reviewed and approved by the CONTRACTOR'S board of directors.
- C. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator and the County Auditor-Controller with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Agreement.
- D. In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the County Auditor-Controller ascertain that such reporting is not essential, and both certify to its inapplicability by initialing in Exhibit X, Paragraph 3.
12. **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 exceptions by the COUNTY, State or Federal audit agency.
13. **POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to

further the election or defeat of any candidate for public office or measure before the electoric.

14. **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).
15. **CONFORMANCE TO REGULATIONS.** CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
16. **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.
17. **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.
18. **NONDISCRIMINATION IN SERVICES.**
 - A. By signing this Contract, Contractor certifies under the laws of the State of California that Contractor and its Subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964

[42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; and Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section 10800.

B. For the purpose of this Contract, discrimination on the basis of race, color, creed, national origin, sex, age, or physical or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing a benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Contract; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.

C. Contractor shall, on a cycle of at least every three years, assess, monitor, and document each Subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. Contractor shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.

Contractor shall include nondiscrimination and compliance provisions in all subcontracts. Contractor shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

D. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

19. **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.

20. **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 Federal, 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.
21. **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.
22. **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.
23. **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.
24. **TRAVELING EXPENSES, FOOD AND LODGING.** CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and

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.

32. **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.

**COUNTY OF SANTA CRUZ
EXHIBIT X – REVISIONS**

1. INSURANCE WAIVERS

The following insurance coverages are waived if initialed by COUNTY's representative and also approved by the COUNTY's Risk Manager:

	Initials
a. Worker's Compensation	[] 1
b. Automobile Liability	[] 1
c. Comprehensive or Commercial General Liability	[] 1
d. Professional Liability	[] 1

Approved by Risk Manager: _____ Date: _____

2. INSURANCE REDUCTIONS

The insurance coverage minimum amounts required in Exhibit C.3A., are hereby reduced to the amount indicated if initialed by the COUNTY's representative and also approved by the COUNTY's Risk Manager:

	Initials	Revised Amount
a. Worker's Compensation	[] 1	
b. Automobile Liability	[] 1	
c. Comprehensive or Commercial General Liability	[] 1	
d. Professional Liability	[] 1	

Approved by Risk Manager: _____ Date: _____

3. LIVING WAGE

This Agreement is subject to the _____ of the Santa Cruz County Code if
it is here: _____

4. FINANCIAL REPORTING

COUNTY _____ is hereby required of Exhibit C _____ if initialed by
Auditor-Controller: _____ and County Administrator: _____

5. OTHER STANDARD LANGUAGE 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).

☒ There are no revised paragraphs in this Agreement.

OR

☐ There are revised paragraphs in this Agreement (if so, please specify below)
Paragraph " _____ " of Exhibit " _____ " is hereby revised to read as follows:

☐ An Addition to said contract shall be as follows:

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

0000203

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)
BY: [Signature] (Signature) 3/14/06 (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 Health Services Agency - Administration (Department/Agency)
and Axolotl, 800 El Camino Real, Suite 150, Mountain View, CA, 94040 (Name/Address)

2. The agreement will provide nurse registry services for detention facilities

3. Period of the agreement is from July 1, 2005 to continuous

4. Anticipated Cost Is \$ 10,000 through 6/30/06 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: Auditor - Encumber \$10,000 in a new suffix -03

5. Detail: ☒ On Continuing Agreements List for FY 05 - 06 Page CC- 6 & 8 Contract, No: 3004 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 360120 (Index) 3665 (Sub object)

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

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

Contract No: C053004-03 (new)

By: Renee Hansen Date: 6/30/06
Auditor-Controller Deputy

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

Health Services Agency Director (Dept/Agency Head) to execute on behalf of the

Health Service? Agency (Department/Agency)

Date: 3/20/06

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 (8101)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

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

TCII O _____ \$ _____ / _____
Auditor Description Amount Index Sub object User Code

Contract #: 53004-03

Account: 360120

Subobject: 3665

County of Santa Cruz

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain agreement dated June 3, 2003, by and between the COUNTY OF SANTA CRUZ and Axolotl Corporation by deleting **Attachment A-1 Statement of Work - Santa Cruz Health Improvement Partnership Clinical Messaging System** dated April 23, 2003 and replacing it with a revised Attachment A-1 (see attached).

All other provisions of said contract shall remain in full force and effect.

CONTRACTOR

By: 

Ray Scott, Chief Executive Officer
Axolotl Corp.

COUNTY OF SANTA CRUZ

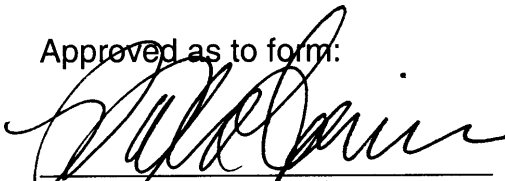
By: _____

Dr. Rama Khalsa,
Health Services Agency Director

Address:

Axolotl Corp.
800 El Camino Real Dr., Suite 150,
Mountain View, CA 94040

Approved as to form:


Assistant County Counsel

~~Approved as to Insurance~~

By: 

Risk Manager

Date 1-23-06

Distribution:

Auditor-Controller
County Counsel
County Purchasing
HSA Administration
Contractor

Attachment A-1 Statement of Work

Santa Cruz County Health Improvement Project Clinical Messaging System

General Statement and Scope of Work:

The general intent and scope of work is for Axolotl Corporation to enter into a Master Agreement with the County of Santa Cruz to allow the County to acquire Axolotl-Elysium subscription license subscription bundles and other Axolotl services on behalf of the County and its Safety Net Clinic partners per the terms of the Master Agreement.

Setup,. Configuration & Training

Since Elysium is already deployed in Santa Cruz County, connecting physicians working with the Santa Cruz County Health Improvement Project is simplified. New users for the County and its Safety Net Clinic partners will be added to the community address book, and notifications will be made to participating institutions to provide results via Elysium.

Setting up the users in Elysium is included in the license fee.

Training will be provided on a time and materials basis in accordance with the fee schedule below.

Elysium Transcription Services

This statement of work contains provisions for the County and its Safety Net Clinic partners to use the Elysium Transcription Services, which utilizes digital dictation recorders and Internet connectivity to upload and receive back medical transcriptions. Axolotl will provide setup and training for its transcription service customers.

Client Hardware and Software for Accessing Elysium.

The County and its Safety Net Clinic partners are responsible for providing and maintaining client hardware and software for accessing Elysium. Similarly, the County and its partners must provide suitable Internet connectivity for using the Elysium application. The minimum specifications for each machine using Elysium are:

- Pentium III processor (or greater)
- 128 Mb RAM (or greater)
- 56 Kbs Internet Connectivity (or greater)
- Microsoft Internet Explorer 6.0 (or greater)

Windows 2000 OS (or newer)

Furthermore, if the County or its Safety Net Clinic partners intend to use PDAs in conjunction with Elysium Mobile, then the County or its partners are responsible for supplying the PDAs capable of running a browser and a wireless connection. The wireless network in the office needs to be connected to the Internet for access to the Elysium Server.

Fees

Subscription Bundles - Full Axolotl-Elysium Workstation Physician-Staff Bundles (One prescribing provider and two support staff subscription licenses) will be made available to the County of Santa Cruz and its Safety Net Clinic partners at the rate of \$105.88 per Physician-Staff Bundle per month. Each such bundle shall include one prescription writer, Elysium ASP hosting fees, Elysium MD Connection Physician Token and other Elysium software as necessary to make the software fully functional for the physician and support staff.

Axolotl will invoice the County and Safety Net Clinic partner organizations individually on a monthly basis in accordance with the itemized subscription bundle assignments to each organization.

For the County this will include a minimum of 40 physician bundles per month for the County Health Services Agency physicians, psychiatrists and prescribing providers.

For the Safety Net Clinics there will be no minimum number of physician bundles subscribed to.

Professional Services

Elysium End User Training (two 2-hour sessions)	- \$635.30
Additional Elysium Professional Services	- \$158.82/hr.
Elysium Onshore Transcription Service (see below)	- \$0.14 per line

Community Patient Index Data Feed and Maintenance

The County intends to implement the ADT interface from EPIC to Elysium as described in the attached Axolotl Project Request Form #AX-1041 data June 6, 2005 and agrees to pay Axolotl for the development of the feed at a rate not to exceed \$158.82 per hour on a time and materials basis. Monthly maintenance fees paid to Axolotl for the feed will be \$529.41 per month.

Lab results interface from Orchard to Elysium

The County intends to implement the Lab results interface from Orchard to Elysium as described in the attached Axolotl Project Request Form #AX-1051 dated December 8, 2005 and agrees to pay Axolotl for the development of the feed at a rate not to exceed \$158.82 per hour on a time and materials basis. Monthly maintenance fees paid to Axolotl for the feed will be \$529.41 per month.

Notes:

The County and its Safety Net Clinic partners may purchase additional Axolotl/Elysium Physician-Staff Bundles to include prescription writer, ASP hosting fees and Elysium connection physician token fees at the Santa Cruz County/Safety Net Clinic discounted rate of \$105.88 per month

Elysium Transcription Services are billed at \$0.14 per line for standard 2-business day turnaround ***Transcriptions are completed by US. based transcribers.*** Other ***transcription*** options are available for different prices. Note that users of the Elysium Transcription Services before January 2006 were charged at the rate of \$0.13 per line and for such existing users this rate will be honored until January 2007 after which it will be increased to \$0.14 per line.

Elysium Transcription Services require a Sony Dictation Device and a Sony Memory Stick Adaptor. Devices can be acquired from Axolotl for \$225 and \$75, respectively.

Additional implementation, consulting and training days are available at Axolotl's standard rates plus out-of pocket expenses.

On each anniversary of the Effective Date the Fees in this Attachment A-1 shall be increased by the percentage increase, if any, in the U.S. Consumer Price Index for all Urban Consumers, U.S. city average, as published by the **US.** Bureau of Labor Statistics, for the prior twelve months. This amendment includes the appropriate percentage increases for the periods from June 2003 to May 2004 (2.53%) and June 2004 to May 2005 (3.27%).

Axolotl Project Request Form

Prepared for:	Santa Cruz County Health Services Agency
Product Title/Description:	ADT interface from EPIC to Elysium
Project ID:	AX-1041
Date of this Iteration of Design:	6/6/2005



Axolotl Corporation • Proprietary and Confidential

Summary of Customer Business Requirements

Santa Cruz County Health Services Agency would like a “real time” patient admission (ADT) data feed from the EPIC repository into the Elysium system. This data would add new patients and update existing patient records in the community patient index.

Standard Elysium Product: Related Features & Functions

Axolotl’s Elysium Connection interface engine transforms information in standard HL7 format. However, HL7 is a high-level standard. An application like Elysium which use HL7 must define more detailed requirements for the data it can process correctly, and the effect of processing that data.

Data which meets these requirements are also valid HL7 data. However, valid HL7 data do not necessarily meet Elysium’s requirements and cannot be processed by EC successfully. In general, it is necessary to use a feed map to prepare input files for EC, even if the source system produces valid HL7 directly. If nothing else, a feed map may be used to adjust the data to meet Elysium’s HL7 requirements.

The EC socket service can support asynchronous sending of data. The expectation is that the sending application will wait for an acknowledgement before sending the next message

How System Would Function

Axolotl will work with OCHIN to develop a VPN tunnel between the source system (EPIC) and Axolotl’s collocation facility. This tunnel will allow the ADT messages to be transmitted securely via socket interface to the Elysium Connection interface engine.

Axolotl will review the data files and map to Axolotl HL7 standard for any necessary data manipulation, and ultimately adding/updating patient information in the patient index.

Detailed Design Specification

Axolotl will provide a custom data map to translate the EPIC ADT records from HL7 v2.3 into the Axolotl HL7 version needed by the Elysium Connection interface engine. The mapping will deal with invalid HL7 data and map to an appropriate field when possible, or map to NONE when the data is either unusable or non-essential to the Elysium application.

The standard Elysium Connection interface engine uses the following matrix for matching patient records in the patient index. If no patient match is found based on the specifications, then the ADT file will generate a new patient record in the CPI.

Rule	EPID	IPID & Facility	SSN	Sex	DoB	FName	LName
1	Unique						
2	Blank	Unique	Two	of	Five	Must	Match
3	Blank		Unique	X	X		Soundex
4	Blank		X		X	Soundex	Precise
5	Blank		X		X	Precise	Soundex
6	Blank			X	X	Soundex	Precise

- 1 Unique
- 2 Blank Unique Two of Five Must Match
- 3 Blank Unique X X Soundex
- 4 Blank X X Soundex Precise
- 5 Blank X X Precise Soundex
- 6 Blank X X Soundex Precise

Notes on the table:

- IPID & Facility must both be present if that item is used.
- Grey background indicates the particular algorithm ignores the data. The data may or may not be present in the input file.
- "X" indicates required information which may match one or more patient records in the CPI.
- "Unique" indicates required information which must match exactly one patient record in the CPI.
- "Blank" means the information must *not* be present in the HL7 message.
- "Soundex" indicates a required name which need not match precisely; a soundex match is sufficient.
- "Precise" indicates a required name which must match precisely (except for upper *vs.* lower case).

Note on Rule 2:

- At least **2** of (SSN, Sex, DoB, First Name, Last Name) must match. Soundex First Name or Last Name is sufficient

Note on Rule 6:

- The presence/absence of SSN's is treated uniquely. If the data contains an SSN which is not found in the CPI, and a record in the CPI does not contain (has a null) SSN, but all other required CPI patient information matches the data, this is a match, sometimes referred to as a "Null Match".

Business Terms

The estimated number of days to design, implement and test this project is no more than 2 business days. OCHIN/Santa Cruz County will only be charged for the actual amount of time spent in developing this interface. There is a \$529.41 monthly fee for managing the data in and out of the interface engine. This fee covers all maintenance of the data feed (archiving, error correction and monitoring) and any disk space required to store the processed ADT data files for no less than 6 months.

Approvals

The undersigned have reviewed this design document and sign-off on it. Signature below authorizes Axolotl to implement the local customization as defined herein.

Approved by: _____

Title: _____

Date: _____

Project ID: AX-1041

Axolotl Project Request Form

Prepared for:	Santa Cruz County Health Services Agency
Product Title/Description:	Lab results interface from Orchard to Elysium
Project ID:	AX-1051
Date of this Iteration of Design:	12/8/2005



Axolotl Corporation - Proprietary and Confidential

Summary of Customer Business Requirements

Santa Cruz County Health Services Agency (SCCHSA) would like to have an interface between their Orchard LIS and Elysium such that physicians using Elysium can receive and process lab results performed at the County Public Health Lab.

Standard Elysium Product: Related Features & Functions

Elysium Connection (EC) is an application that connects to source systems to process, translate and subsequently route clinical results electronically to Elysium databases. (Elysium databases reside on servers for authorized Elysium Clinical Messaging licensees, a separately licensed application from Elysium Connection). Supported result types processed by EC are Laboratory, Radiology, Transcription and ADT.

Elysium Connection takes as input HL7 or other well-defined healthcare data from Client source systems. It can accept this input as files, or as real-time HL7 transactions over a TCP/IP socket connection. In both cases it is imperative that communications between the Client's source system and Axolotl's Elysium Connection server in its collocation facility be secure so as to conform to HIPAA guidelines regarding safeguarding PHI.

When administered by Axolotl as a hosted application, Elysium Connection has no user interface available to the client. Axolotl personnel will interact with the application to configure and manage the system.

Optional Features of Elysium Connection (may require additional fees w/ separate licenses)

Fax: When used in conjunction with the Elysium Fax Server, EC will route clinical results via facsimile. An Elysium Fax Server can be deployed in conjunction with EC, or one can be centralized in a community for use by all licensees. Generally, Elysium Fax Server is not a standalone application; rather, it is deployed at facilities tied to the Elysium community so that phone calls in a facility with a fax machine are not toll calls.

Populating EMRs: When used with the Elysium HL7 Repository feature of Elysium Clinical Messaging licensees, EC will securely transmit HL7 data to 3rd party EMRs. The HL7 data can be sent via TCP/IP socket connections or via secure FTP protocols to the receiving EMR application. The transmitted data will be in the Elysium HL7 format, but can be reformatted prior to transmission by the Elysium HL7 Repository or after receipt by the 3rd party EMR.

Combining Lab Results: Elysium Multiple Lab Results (MLR) enables temporary caching of partial lab results, allowing them to be combined prior to being delivered to the intended recipients. The duration of the cache period is configurable, and can be tuned to minimize partial results without unduly delaying result delivery. MLR can be configured to cache partial results by requisition or by patient, and can be configured to process STAT results without any additional delay.

Combining other HL7 data: Some hospital lab and radiology systems send incomplete patient or visit data in their individual feed transactions. In these circumstances, the ADT data from the registration system needs to be combined with the clinical data to generate a complete HL7 transaction. The EC Addresser works similarly to the MLR in that it caches ADT data and matches it with the clinical data EC processes. So for a given patient or encounter, the EC Addresser will create more complete HL7 data prior to EC generating an Elysium Clinical Result.

Optional Configuration Settings of Elysium Connection (do not require additional licenses).

Patient Index: Elysium Clinical Messaging provides an enterprise master patient index as an integral part of the application. It is called a Community Patient Index (CPI) since it serves more than one facility,

Axolotl Contract#53004 – Amendment 1

and contains data records for every known patient in the Elysium community. Elysium Connection can be configured to add and/or update patient index records as it processes clinical data. Using a complex algorithm, EC will match each result processed with a unique patient record in the CPI, tagging that result with a patient identifier used to bind a particular patient's records together in the receiving Elysium database. If the feed data being processed by EC is deemed to be of high quality and contains sufficient data elements, that feed can be configured to add new records to the CPI when a match is not found. It can also be configured to update specified fields in the CPI record when it has new information.

Fax Filtering: In communities where an Elysium Fax Server is deployed, EC can be configured to filter clinical results that otherwise would be delivered to the recipient's fax machine. For example, EC can be configured to filter all ADT results bound for fax machines, and additionally be configured to filter inpatient lab results to a particular physician.

LOINC Coding: Elysium enables laboratory results to be linked from disparate LIS systems by using LOINC codes to accurately identify the individual results within a lab panel. For example, some lab sites send the description of a result as "WBC" while others name it "WHITE BLOOD COUNT". Using LOINC enables the system to know those are indeed the same result types, and allows for the creation and plotting of longitudinal results for a given patient.

Batch File vs. HL7 Socket Service: Elysium Connection can process data files by securely receiving them as a batch of files (for example, via FTP across a secure tunnel or via SFTP over an internet connection) or via an HL7 Socket Service. The HL7 Socket Service is a better option in that it affords positive confirmation to the sending source system that the file was received by EC, and should be used if supported by the source system.

How System Would Function

Axolotl will license to SCCRSA, operate and maintain an Elysium Connection feed in its collocation facility dedicated to process Orchard LIS data. The Orchard LIS will release new results across the interface to be processed as they are resulted. The Elysium Connection feed will accept these results and convert them into Elysium Lab Results. Furthermore, EC will perform patient identification for the results against those patients in the CPI for Santa Cruz. EC will also perform provider identification and routing to providers listed in the Elysium Address Book for Santa Cruz.

Detailed Design Specification

Summary of optional configurations to be used in this project:

Fax: Recipients in Santa Cruz that are configured for Elysium Fax results will receive Orchard results via fax. This can be suppressed by recipient should they wish not to receive Orchard results by fax.

Populating EMRs: The population of Orchard data into non-Elysium EMRs is outside the scope of this SOW. A separate SOW may address utilizing this data feed and other data feeds to populate non-Elysium EMRs with Orchard results, and will take into account the specific integration needs of the target EMR.

Combining Lab Results: This feature will not be used. Results being sent to Elysium from Orchard will reflect the units as they are sent to Elysium Connection. For example, if Orchard releases multiple HL7 messages for a single order, each representing a different orderable item, then Elysium recipients will receive multiple Elysium results in their inbox.

Combining Other HL7 Data: This feature will not be used. Data from an ADT feed will not be cached and matched by encounter number against the lab data coming from Orchard.

Axolotl Contract #53004 – Amendment 1

Patient Index: It is anticipated that lab data from the Orchard feed will add and update records in the CPI. The demographic data coming from the Orchard feed will be analyzed for content and structure, and if the data is of sufficiently high quality it will be used to add to and update the CPI. If the add/update feature is not invoked due to poor quality data, then some portion of the results may arrive in the Elysium databases tagged as ‘unidentified’.

Fax Filtering: Recipients of Orchard Lab will have the option to request their Orchard Lab results not arrive via fax. If Orchard is sending preliminary lab results, Axolotl will configure the system not to send those out over the fax.

LOINC Coding: Axolotl will deploy a LOINC code crosswalk table for Orchard results. Axolotl will supply the mandatory list of lab tests to be LOINC coded will provide the crosswalk table. SCCHSA will provide the list of test-names and local codes for this mandatory test set.

Batch File vs. HL7 Socket Service: It is anticipated, subject to the availability of suitable VPN software and hardware connectivity to the Orchard LIS, that Axolotl will establish a socket connection with the Orchard LIS over a VPN Tunnel between SCC Public Health Lab and Axolotl’s collocation facility.

Other Design Aspects/Tasks:

Feed Map: Axolotl will build and maintain a feed map to map and translate the Orchard HL7 to the Elysium HL7 specs so as to optimally display and manage Orchard Lab results in Elysium. This will require particular focus on the handling of looping OBX segments and looping NTE segments so that the data is conveyed appropriately and does not lose any clinical meaning.

System Administration: Once the maps are built and production data is flowing, Axolotl will monitor and administrate the feed. Among other tasks, this includes setting up automated alerts for system errors, researching data processing errors, and monitoring undeliverable results to recipients.

Business Terms

The business terms will be time and materials. The estimated number of days to design, implement and test this Elysium Connection feed is 80 business hours. Santa Cruz County will be charged for the actual amount of time spent in developing and deploying this interface.

In addition there is a \$529.41 monthly fee for licensing the Elysium Connection software for this feed and hosting and managing the data in and out of the Elysium Connection interface engine. This fee covers system administration and all disk space required to store the processed Orchard lab data files for no less than 6 months.

Approvals

The undersigned have reviewed this design document. The signature below authorizes Axolotl to implement the work as defined herein.

Approved by: _____
 Title: _____
 Date: _____
 Project ID: AX-1051

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

0000215

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)

BY: [Signature] (Signature) 3/14/06 (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 Health Services Agency - Detention Medical (Department/Agency)
and Maxim Healthcare, 1101 Winchester, Suite F167, San Jose, CA, 95128 (Name/Address)

2. The agreement will provide nurse registry services for detention facilities

3. Period of the agreement is from April 1, 2006 to continuous

4. Anticipated Cost is \$ 20,000 through 6/30/06 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: no fixed maximum amount - hourly rate

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 3661I 0 (Index) 3638 (Sub object)

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

Appropriations (are) available and (will be) encumbered.

Contract No: C053463

By: Renee Harrison Date: 3/14/06
Auditor-Controller Deputy

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

Health Services Agency Director (Dept/Agency Head) to execute on behalf of the _____

Health Services Agency (Department/Agency)

Date: 3/20/06

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 I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

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

TCIO	\$	Index	Sub object	User Code
Auditor Description	Amount			

STAFFING AGREEMENT

0000216

This Agreement is entered into this 13th day of December, 2005, by and between **the County of Santa Cruz acting by and through its Health Services Agency Director**, located at **1080 Emeline Avenue., Santa Cruz, CA 95060**, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, with an office located at **4101 S. Winchester Blvd, Suite F-167, San Jose, CA 95128**, referred to in this Agreement as "MSS."

FACILITY requires healthcare personnel to work in various areas of FACILITY on various shifts and wishes to engage MSS to provide such personnel to supplement FACILITY's staff.

MSS employs healthcare personnel and is willing to provide such personnel to FACILITY.

Therefore, FACILITY and MSS agree to the following terms and conditions.

ARTICLE 1. TERMS OF AGREEMENT

Section 1.01 Term and Termination. This Agreement will be in effect for one (1) year and will be automatically renewed at the end of the first year and each subsequent year thereafter unless terminated. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MSS

Section 2.01 Services. Upon request by FACILITY MSS will use its good faith efforts to provide qualified medical professionals (collectively referred to herein as "Personnel") for assignment to FACILITY for supplemental staffing services, as specified on Attachment A and/or Attachment B subject to the availability of personnel.

Section 2.02 Personnel. MSS will supply Personnel to FACILITY who meet the following criteria:

1. Possess current state license/registration and/or certification, as applicable by state law.
2. Meet MSS and FACILITY conditions of employment regarding health clearance (to include proof of pre-employment physical and TB skin testing), criminal background check (as applicable by state law), professional references, and other hiring criteria documentation which will be kept in the MSS employee profile, to be presented to FACILITY Administrator upon request.
3. Meet MSS and FACILITY conditions of employment regarding documentation on assigned Personnel provided through MSS to include, but not limited to, proof of license verification, skills checklist, applicable immunization records, and current applicable certifications deemed necessary by the FACILITY, to the extent that such information is made available to MSS.

Section 2.03 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified, MSS agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after services are furnished under this Agreement

ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.01 Cancellations. If FACILITY changes or cancels an order less than seventy-two (72) hours prior to the start of an assignment, MSS will bill FACILITY for fifty percent (50%) of the actual time requested, or four hours, whichever is less. MSS will be responsible for contacting MSS Personnel prior to reporting time. In the event of a cancellation (as provided for herein), the FACILITY agrees to pay any accrued travel and lodging expense associated with the assignment. Any assignment abbreviated or cancelled after commencement of that assignment shall be billed at one hundred percent (100%) of the originally requested time, or eight (8) hours, whichever is less.

Section 3.02 Responsibility of Patient Care. FACILITY retains full authority for patient care while utilizing **MSS** personnel.

Section 3.03 Restrictive Covenant-Conversion. **MSS** is not an employment agency. In consideration thereof, during the term of this Agreement and for the one hundred eighty (180) day period immediately following the period for which **MSS** Personnel last performed services for the FACILITY under this Agreement, FACILITY shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such **MSS** Personnel to leave the employment of **MSS**, or hire such **MSS** Personnel.

Notwithstanding the above paragraph in this Section 3.03, if at any time the FACILITY wishes to hire any **MSS** Personnel provided by **MSS**, FACILITY may request that **MSS** release the **MSS** Personnel from his/her employment contract with **MSS** to allow FACILITY to employ or engage the services of **MSS** Personnel, either directly or indirectly. FACILITY acknowledges and agrees that **MSS**, in its sole and absolute discretion, has the right to accept or refuse Facility's request to employ or engage the services of **MSS** Personnel supplied by **MSS** to FACILITY. If **MSS** has accepted Facility's request to employ **MSS** Personnel, either directly or indirectly, and the **MSS** Personnel has not completed a minimum of six (6) consecutive months of employment at FACILITY, FACILITY agrees to pay **MSS** any guaranteed bonuses or liquidated damages equal to 30% of the **MSS** Personnel's first year annualized salary, (calculated as Hourly Pay Rate x 2080 Hours x 30%), whichever is greater. If **MSS** Personnel has completed a minimum of six (6) consecutive months of employment at FACILITY for **MSS**, and authorization has been obtained by FACILITY from **MSS**, then FACILITY may employ or engage the services of **MSS** Personnel, either directly or indirectly, without any financial compensation or liquidated damages payment owed to **MSS** from FACILITY.

Section 3.04 Right To Hire. Resumes submitted to FACILITY are confidential and for FACILITY use only. FACILITY agrees that **MSS** is the representative of all candidates for which resumes are submitted to FACILITY by **MSS** in response to FACILITY requests. Accordingly, FACILITY agrees that if any candidate submitted to FACILITY by **MSS** is hired either directly or indirectly by FACILITY within one hundred eighty (180) days of receipt of the resume, FACILITY agrees to pay to **MSS** any guaranteed bonuses or liquidated damages in an amount equal to thirty percent (30%) of the employees annualized first year salary, (calculated as Hourly Pay Rate x 2080 Hours x 30%), whichever is greater.

Section 3.05 Covered Personnel. In accordance with OSHA Standard 1904.31, FACILITY shall be required to record any injury or illness experienced by **MSS** personnel covered under the terms and conditions of this Agreement.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.01 Insurance. Each party shall maintain the insurance specified herein and shall forward proof of said insurance to the other party prior to the execution of this Agreement.

1. **MSS** insurance obligations:
 - A. Worker's Compensation in the minimum statutorily required coverage amounts.
 - B. Automobile Liability Insurance for each of **MSS**'s vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by **MSS**'s employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by **MSS** is not a material part of performance of this Agreement and **MSS** and FACILITY both certify to this fact by initialing ____/____.
 - C. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (i) bodily injury, (ii) personal injury, (iii) broad form property damage, (iv) contractual liability, and (v) cross-liability.
 - D. Professional Liability insurance in the minimum amount of \$1,000,000.00 combined single limit.

2. FACILITY insurance obligations:

- A. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (i) bodily injury, (ii) personal injury, (iii) broad form property damage, (iv) contractual liability, and (v) cross-liability.
- B. Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit.

Section 4.02 Indemnification. MSS agrees to indemnify and hold harmless FACILITY, its directors, officers, employees, and agents, from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent acts or omissions of MSS, its directors, officers, employees, and agents, under this Agreement only. FACILITY agrees to indemnify and hold harmless MSS, its directors, officers, shareholders, employees, or agents from and against any and all claims, actions or liabilities which may be asserted against them by third parties in connection with the negligent acts or omissions of FACILITY, its directors, officers, employees, and agents under this Agreement only.

Section 4.03 Non-discrimination. Neither MSS nor facility will discriminate on the basis of age, race, color, national origin, religion, sex, disability, a qualified disabled veteran, being a qualified veteran of the Vietnam Era, of any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.01 Billing and Payment. MSS will submit invoices to FACILITY every week for Personnel provided to FACILITY. Payment shall be submitted within thirty (30) days of invoice date to the following address:

Maxim Staffing Solutions
12558 Collections Center Drive
 Chicago, IL **60693**

Section 5.02 Late Payment. Invoices not paid within ninety (90) days may accumulate interest, until paid, at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less.

Section 5.03 Taxes. All Personnel provided by MSS shall be employees of MSS and not FACILITY. MSS shall be responsible for the payment of all compensation to Personnel provided to FACILITY under this Agreement. MSS agrees to, and assumes responsibility for, the filing and paying of applicable employer state and federal payroll taxes for the Personnel provided under this Agreement. MSS further agrees to maintain a Workers' Compensation Policy for all of its Personnel to FACILITY under this Agreement.

ARTICLE 6. GENERAL TERMS

Section 6.01 Independent Contractor. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

Section 6.02 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.03 Notices. **Section.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

County of Santa Cruz
 Health Services Agency
 1080 Emeline Avenue
 Santa Cruz, CA 95060
 .ATTN: Dennis Belanger

Maxim Healthcare Services, Inc.
 7080 Samuel Morse Dr.
 Columbia, MD 21046
 ATTN: Contracts Department

COPY TO:
 Maxim Healthcare Services Inc. d/b/a
 Maxim Staffing Solutions
 1101 S. Winchester Blvd. Suite F-167
 San Jose, CA 95128
 ATTN: Erik Dokken

- Section 6.04 Attachments.** Attachment "A" is attached to and made a part of this Agreement by this reference. In the event that either party wishes to change this Agreement's payment terms, party will provide 30 day notice to the other party. Both parties will mutually agree on new pricing terms.
- Section 6.05 Entire Agreement.** This Agreement constitutes the entire Agreement between FACILITY and MSS regarding the services covered under this Agreement. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the state of California.
- Section 6.05 Compliance with Laws.** If any law or regulation is enacted, modified, or judicially interpreted so that any section of this Agreement would be found not to comply with such law or regulation, such section shall be deemed null and void and this Agreement shall be construed and continued in effect as if such section had never been contained herein.
- Section 6.06 HIPAA Compliance.** In instances where MSS receives Protected Health Information, herein referred to as "PHI" from FACILITY, MSS agrees that it shall:
1. comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder.
 2. not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. MAXIM shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provided for by this Agreement.
 3. promptly report to FACILITY any violations, use and/or disclosure of a patient's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.
- Section 6.07 Breach of Confidentiality.** In the event that either party is in material breach of any provision(s) of this Section 6.06, it shall immediately advise the opposite party and take steps to remedy such breach, including, but not limited to protecting against the consequences of any disclosure or use of PHI in violation of this Agreement. Both parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage. As applicable by law, legal remedies, such as equitable relief may be necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

The express or implied waiver of any portion of this Agreement shall not be construed to be a waiver of any other portion of this Agreement or a waiver of any similar or recurring breach.

FACILITY:

By: _____
 Title: HSA DIRECTOR
 Date: _____

**MAXIM HEALTHCARE SERVICES, INC.
 D/B/A MAXIM STAFFING SOLUTIONS:**

By: Thomas Tany
 Title: Regional Controller
 Date: 3/9/06

APPROVED AS TO FORM:

By: [Signature]
Office of the County Counsel

RHedit.010406.Contracts/MSS/ShrtTmptfAgrmnt.030303

Approved as to Insurance
 By: [Signature]
Risk Manager
 Date: 1-5-06

ATTACHMENT A
MAXIM STAFFING SOLUTIONS
STAFFING RATES FOR
SANTA CRUZ COUNTY SHERIFF

Charges will be based on the following rate schedule:

Service	Weekday	Weekend
RN	\$60/hour	\$62/hour
LVN	\$49/hour	\$51/hour
Medical Admin.	\$30/hour	\$31/hour
Phlebotomist	\$30/hour	\$31/hour
CNA	\$30/hour	\$31/hour

Overtime. Unless otherwise stated on Attachment B, overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (**1 1/2**) times the regular billing rate for such hours. Double time will be charged for all hours in excess of twelve (**12**) hours where applicable by state law.

Holidays. Holiday rates will apply to shifts beginning at **11:00** p.m. the night before the holiday through **11:00** p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)
 New Year's Day
 Memorial Day
 Independence Day

Thanksgiving Day
 Labor Day
 Christmas Eve (from 3 PM)
 Christmas Day

Presidents Day
 Martin Luther King Day
 Easter

FACILITY:

Signature

MAR 14 2006

Date

Glenn Kulm

Printed Name & Title

Director of Administration

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

0000221

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Service? Agency (Department)

BY: [Signature] (Signature) 3/14/06 (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 Health Services Agency - Mental Health (Department/Agency)
and County of Santa Clara, 828 S. Bascom Ave., Suite 200, San Jose, CA 95128 (Name/Address)

2. The agreement will provide children's residential treatment services

3. Period of the agreement is from April 1, 2006 ~~September 1, 2005~~ to June 30, 2006

4. Anticipated Cost is \$ 34,000 through 6/30/06 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: contract has no fixed maximum amount - daily rate

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 363114 (Index) 4380 (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: C05 3464

By: [Signature] Date: 3/17/06
Auditor-Controller Deputy

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

Health Services Agency Director (Dept/Agency Head) to execute on behalf of the Health Services Agency (Department/Agency)

Date: 3/20/06 By: [Signature] (Department/Agency)

County Administrative Office

Distribution:

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

State of California
County of Santa Cruz

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the 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

TCIIO _____ \$ _____
Auditor Description Amount Index Sub object User Code 3

**INTER-COUNTY SERVICES AGREEMENT BY AND BETWEEN
THE COUNTY OF SANTA CLARA AND THE COUNTY OF SANTA CRUZ
FOR ACCESS TO SANTA CLARA COUNTY'S COMMUNITY TREATMENT FACILITY**

This Agreement ("Agreement") is entered into at San Jose, California, between the County of Santa Cruz ("Santa Cruz"), a political subdivision of the State of California and the County of Santa Clara ("Santa Clara"), a political subdivision of the State of California, for access to beds at Santa Clara County's Community Treatment Facility (CTF).

The parties hereby agree to the following terms, covenants and conditions:

1. Service Provided by the County of Santa Clara.

- (a) Santa Clara will provide Santa Cruz access to bed days and related mental health treatment for the benefit of Santa Cruz adolescents at Santa Clara's CTF, which is operated by Starlight Adolescent Center, Inc. ("Starlight"), under a separate agreement. The details of the services to be performed by Starlight are more particularly described in the Agreement between Santa Clara and Starlight.
- (b) Health Insurance Portability and Accountability Act (HIPAA). Santa Clara and Starlight will comply with all applicable federal, state and local laws, rules and regulations that are in effect at the inception of this Agreement and that become effective during the term of this Agreement, including without limitation HIPAA and execute any amendments necessary to implement such Laws.

2. Compensation. *September*

- (a) FY 2006 (~~July 1~~, 2005 through June 30, 2006): Santa Cruz will pay Santa Clara fee-for-service rate for Medi-Cal eligible placements and non-Medi-Cal eligible placements into the CTF at the interim rates below. Within 12 months following June 30, 2006 Santa Clara will reconcile all costs with Starlight and will provide Santa Cruz with the results of this reconciliation. The reconciliation will be done in accordance with Short/Doyle regulations with Starlight and State CTF reimbursement, which is subject to change monthly based on statewide CTF census. This reconciliation will determine actual rates and utilization by payor type for FY 2006 and Santa Clara will either submit an additional invoice if the rate is higher or reimburse Santa Cruz if the rates are lower. AFDC-FC payment flow between Santa Cruz County's Human Services Agency and CTF will be independent of this agreement.

(1) Interim Rates for FY 2006

Medi-Cal Eligible Placements	\$346.34 per day
Non-Medi-Cal Eligible Placements	\$566.78 per day

- (2) In addition to the non-Medi-Cal eligible placement rate, Santa Cruz shall pay Santa Clara for all Ancillary Medical Costs for those non-Medi-Cal clients placed at the CTF. All specialty mental health services will be invoiced to Santa Cruz quarterly by Santa Clara. Ancillary Medical Costs include but are not limited to, Physical Health Costs, laboratory, pharmacy and special transportation. All Ancillary Medical Costs will be billed separately by the service and shall be the sole responsibility of Santa Cruz, payable under the payment terms set forth by each Ancillary Medical

Service provider.

- (b) Santa Clara will make application to Santa Cruz for payment by submitting an invoice to Santa Cruz. Payments will be due 30 days after receipt of invoice. Invoices will be deemed received within 5 business days of date of invoice. Invoices will detail program and client utilization by date of service, mode and service function, pavor source and by County referral source (i.e. Behavioral Health, Social Services, Juvenile Probation).

3. **Term, Termination, and Extension**

September Per Glen Kulm
The initial term ("Term") of this Agreement will be from ~~July~~ 1, 2005 through June 30, 2006, and unless this Agreement is terminated by either party by providing a sixty (60) day written notice of termination, will be automatically extended from July 1, 2006 through December 31, 2006. The purpose of this automatic six-month extension is to allow for the continuation of services specified in this Agreement and to avoid interruption of payment for those services pending re-negotiation and re-execution. All obligations of Santa Clara and Santa Cruz contained in this Agreement will remain in force during the Term and any extensions thereof.

4. **Indemnification and Insurance.**

- (a) Santa Cruz will look to Starlight for insurance and indemnification as specified in the Agreement by and between Santa Cruz and Starlight, a copy which is attached hereto as Exhibit A.
- (b) Throughout the term of this agreement, the parties will maintain policies of self-insurance and Worker's Compensation Insurance covering all of their employees.

5. **Independent Contractor.**

Santa Clara will perform the work under this agreement as an independent contractor. Santa Cruz will not withhold federal income taxes from any payment due to Santa Clara.

6. **Confidentiality.**

It is understood that mental health client information and records generated by the Contractor and Santa Clara in the course of rendering services are confidential consistent with local, state and federal law.

7. **Notice.**

- a. Any notice required to be given by either party, or which either party may wish to give, will be in writing and registered mail, postage prepaid, addressed as follows:

To County of Santa Clara: County of Santa Clara
Mental Health Department
Attn: Director
828 S. Bascom Avenue, Suite 200
San Jose, CA 95128

or to such other place as the County of Santa Clara will designate by written notice.

To County of Santa Cruz: County of Santa Cruz
Children's Mental Health Services
1400 Emeline Avenue
Santa Cruz, CA 95060

0000224

- or to such other place as County of Santa Cruz will designate by written notice.
- b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

8. Amendments.

This agreement may be modified or amended by a written document executed by each County's Board of Supervisors or by their designees.

9. Entire Agreement.

This agreement, along with any exhibits and attachments, constitutes the entire agreement by and between the parties relative to the work to be performed. Any prior or contemporaneous oral or written agreements by and between the parties or their agents or representatives relative to such work are hereby extinguished and revoked by the agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

County of Santa Clara

Date: 10/3/05
Nancy Peña, Ph.D.
Nancy Peña, Ph.D.
Mental Health Director

County of Santa Cruz

Date: 9/6/05
Rama Khalsa
Rama Khalsa
Director, Health Services Agency

APPROVED AS TO FORM AND LEGALITY:
Santa Clara County, County Counsel Office

Karen Anderson 9/27/05
Karen Anderson Date
Deputy County Counsel

Shirley Hauer 9/29/05
Office of the County Executive Date

ATTEST:
Clerk of the Board

APPROVED AS TO FORM AND LEGALITY:
Santa Cruz County, County Counsel Office

Rahn Garcia 8.31.05
Rahn Garcia Date
County Counsel

Approved as to Insurance
By Robert McKinley
Risk Manager
Date 9-1-05

**AGREEMENT BY AND BETWEEN STARLIGHT ADOLESCENT CENTER, INC. AND THE
COUNTY OF SANTA CRUZ FOR INDEMNIFICATION AND INSURANCE**

This is an Agreement by and between Starlight Adolescent Center, Inc. ("Starlight"), and the County of Santa Cruz ("Santa Cruz"). This Exhibit A is being added to the Agreement by and between the County of Santa Clara ("Santa Clara") and Santa Cruz.

Whereas, Santa Clara has entered into an Agreement with Starlight to provide services at the Starlight site, operated by Starlight, and

Whereas, Santa Clara and Santa Cruz have entered into an Agreement for Santa Cruz to have access to bed days for Santa Cruz adolescents at Starlight;

NOW, THEREFORE, it is mutually agreed that Starlight or any designee will provide Insurance Coverage for the services purchased by Santa Cruz on the terms set forth in the attached Exhibit A I (Indemnification and Insurance Requirements), and will name Santa Cruz as an insured with regard to the bed(s) purchased by Santa Cruz.

It is further agreed by Starlight, that the Indemnification provisions set forth in the attached Exhibit A I will also apply to the services purchased by Santa Cruz, and Starlight will hold Santa Cruz harmless from liability in accordance with these provisions. Evidence of insurance with Santa Cruz named, as an additional insured will be provided upon the commencement of services.

~~Starlight~~
~~County of Santa Cruz~~

4/6/05

Print Title

Print Title

Director Health Services Agency

County of Santa Cruz

APPROVED AS TO FORM AND LEGALITY:

ATTEST:
Clerk of the Board

Santa Cruz County, County Counsel Office
County Counsel

Approved as to Insurance
By Janet McMiller
Risk Manager

Date 9-1-05

Exhibit A Page 1 of 1

Exhibit A**AGREEMENT BY AND BETWEEN STARLIGHT ADOLESCENT CENTER, INC. AND THE
COUNTY OF SANTA CRUZ FOR INDEMNIFICATION AND INSURANCE**

This is an Agreement by and between Starlight Adolescent Center, Inc. ("Starlight"), and the County of Santa Cruz ("Santa Cruz"). This Exhibit A is being added to the Agreement by and between the County of Santa Clara ("Santa Clara") and Santa Cruz.

Whereas, Santa Clara has entered into an Agreement with Starlight to provide services at the Starlight site, operated by Starlight, and

Whereas, Santa Clara and Santa Cruz have entered into an Agreement for Santa Cruz to have access to bed days for Santa Cruz adolescents at Starlight;

NOW, THEREFORE, it is mutually agreed that Starlight or any designee will provide Insurance Coverage for the services purchased by Santa Cruz on the terms set forth in the attached Exhibit A1 (Indemnification and Insurance Requirements), and will name Santa Cruz as an insured with regard to the bed(s) purchased by Santa Cruz.

It is further agreed by Starlight, that the Indemnification provisions set forth in the attached Exhibit A1 will also apply to the services purchased by Santa Cruz, and Starlight will hold Santa Cruz harmless from liability in accordance with these provisions. Evidence of insurance with Santa Cruz named, as an additional insured will be provided upon the commencement of services.

County of Santa Cruz

Date

Signature

Print Name

Print Title

Starlight Adolescent Center, Inc.

8/26/05

Date

Signature

MARY JANE GROSS

Print Name

PRESIDENT

Print Title

County of Santa Cruz

ATTEST:

Clerk of the Board

APPROVED AS TO FORM AND LEGALITY:

Santa Cruz County, County Counsel Office
Deputy County Counsel



Exhibit A1**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS
(e.g. Medical, Legal, Financial services, etc.)****Indemnity**

Starlight shall indemnify, defend, and hold harmless the County of Santa Cruz (hereinafter "Santa Cruz"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Starlight and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by Santa Cruz. It is the intent of the parties to this Agreement to provide the broadest possible coverage for Santa Cruz. Starlight shall reimburse Santa Cruz for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Starlight is obligated to indemnify, defend and hold harmless Santa Cruz under this Agreement.

Insurance

Without limiting Starlight's indemnification of Santa Cruz, Starlight shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, Starlight shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by Starlight upon request.

This verification of coverage shall be sent to the requesting Santa Cruz department, unless otherwise directed. Starlight shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by Santa Cruz. This approval of insurance shall neither relieve nor decrease the liability of Starlight.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Risk Management of Santa Cruz County.



Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified Santa Cruz insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to Santa Cruz or their designated agent.

D. Insurance Required

- I. Commercial General Liability Insurance- for bodily injury (including death) and property damage, which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to Santa Cruz:

Additional Insured Endorsement, which shall read:

"County of Santa Cruz, and members of the Board of Supervisors of the County of Santa Cruz, and the officers, agents, and employees of the County of Santa Cruz, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by Santa Cruz, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

Public Entities may also be added to the additional insured endorsement as applicable and Starlight shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

Exhibit A1/Page 2 of 4

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.

If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.

Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Starlight and any approval of said insurance by Santa Cruz or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Starlight pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. Santa Cruz acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of Starlight. However, this shall not in any way limit liabilities assumed by Starlight under this Agreement. Any self-insurance shall be approved in writing by Santa Cruz upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

Exhibit A1/Page 3 of 4



3. Should any of the work under this Agreement be sublet, Starlight shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

Santa Cruz reserves the right to withhold payments in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish Santa Cruz with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of **AT LEAST** fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify Santa Cruz immediately, and Santa Cruz may withhold further payment until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of Santa Cruz.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0000231

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)

BY: [Signature] (Signature) 3/14/06 (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 Health Services Agency - Administration (Department/Agency)
and County of Marin, 20 N. San Pedro Rd., Suite 2027, San Rafael, CA, 94903 (Name/Address)

2. The agreement will provide Medical Administrative Activities host county services

3. Period of the agreement is from July 1, 2005 to June 30, 2007

4. Anticipated Cost Is \$ \$26,638 through 6/30/06 ☐ 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 360120 (Index) 3665 (Sub object)

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

Appropriation are not available and will be encumbered.

Contract No: C05 3465-01

By: [Signature] Date: 3/16/07
Auditor-Controller Deputy

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

Health Services Agency Director (DepV Agency Head) to execute on behalf of the _____

Health Services Agency (Department/Agency)

Date: 3/20/06

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 I, Section 300 Proc Man

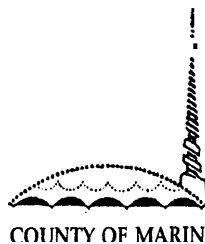
By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

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

TCII O _____ \$ _____
Auditor Description Amount Index Sub object User Code

RECEIVED
MAR 16 2006



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Larry Meredith, Ph.D., Director

AGREEMENT between the COUNTY OF MARIN and COUNTY OF SANTA CRUZ

OFFICE OF FINANCE
20 N. SAN PEDRO RD., STE. 2027
SAN RAFAEL, CA 94903
PHONE: (415)499-6922

THIS AGREEMENT is made and entered into by and between the COUNTY OF SANTA CRUZ, a political subdivision of the State of California, hereinafter referred to as "LOCAL GOVERNMENTAL AGENCY (LGA)" and the COUNTY OF MARIN, hereinafter referred to as "HOST ENTITY."

WITNESSETH:

WHEREAS, LGA desires to extend health services to local residents, through the provision of Medi-Cal Administrative Activities (MAA) and/or Targeted Case Management (TCM), by contracting with HOST ENTITY; and

WHEREAS, LGA is prepared to provide health services to its local residents under the terms and conditions set forth in this AGREEMENT and Exhibit A which is part of this AGREEMENT; and

WHEREAS, HOST ENTITY was selected by LGA Consortium to collect and disburse LGA participation fees; and

WHEREAS, the Marin County Board of Supervisors has authorized entering into this AGREEMENT as HOST ENTITY; and

WHEREAS, the authorizing entity of LGA has authorized entering into this AGREEMENT;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- I. HOST ENTITY Responsibilities: HOST ENTITY shall perform duties listed in attached Exhibit A.
- II. LGA Responsibilities: LGA shall perform duties listed in attached Exhibit A.
- III. HOST ENTITY is the "host entity" only for the purposes of collecting and disbursing funds for the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) trust fund, as described in the terms of this Agreement. In return for this host entity responsibility, HOST ENTITY will receive a total annual compensation in accordance with the Consortium's Bylaws, to be paid from the MAA/TCM trust fund.
- IV. With the exception of Marin County claims, HOST ENTITY will not be responsible for producing claims, altering data or providing other materials related to LGA, as required by the State, to process LGA MAA or TCM claims. Additionally, HOST ENTITY will not be financially responsible for paying any participation fee or other costs for any LGA which has failed to pay the total amount of its fee in a timely manner.
- V. With the exception of audit exceptions arising from Marin County claims, HOST ENTITY will not be financially responsible for any audit exceptions. HOST ENTITY will comply with all applicable laws and regulations governing the use of MAA AND TCM trust funds and public funds, generally, in the collection and disbursement of funds for the MAA and TCM trust fund pursuant to the terms of this Agreement.

- VI. Insurance and Indemnification: Each of the parties of this Agreement is an entity which is self-insured and/or carries liability insurance. Each party will provide liability coverage for its negligent or intentionally wrongful acts and/or omissions in the performance of its duties under this Agreement. The parties hereto shall indemnify, defend and hold one another, their officers, agents and employees harmless from and against any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising out of each parties' respective performance of this Agreement, but **only** in proportion to and to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents, or employees.
- VII. Termination: Either LGA or HOST ENTITY may terminate this AGREEMENT upon thirty (30) days written notice.
- VIII. Effective Date of AGREEMENT: This AGREEMENT will be effective upon Execution by HOST ENTITY and LGA for the period beginning July 1, 2005 through June 30, 2007.
- IX. Extent of Contractual Documents: This AGREEMENT shall consist of this basic document and Exhibit A - "Agreement Concerning Medi-Cal Administrative Activities/Targeted Case Management," attached hereto and incorporated into this AGREEMENT.

"HOST ENTITY"
Duly Authorized

"LGA"
Duly Authorized

COUNTY OF MARIN

COUNTY OF SANTA CRUZ-

By _____
Larry Meredith, PhD, Director
Health and Human Services
Marin County

By _____
Name PANA KHALSA
Title HSA DIRECTOR
Address 1080 ENCLAVE
SANTA CRUZ CA
95060

APPROVED AS TO FORM

APPROVED AS TO FORM - LGA

By _____
Coordinator

By *[Signature]*
Coordinator Chief Assistant County Counsel

Approved as to insurance
By *[Signature]*
Risk Manager
Date 3-8-06

EXHIBIT A**AGREEMENT CONCERNING MEDICAL ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT**

HOST ENTITY will:

1. Prepare and transmit Host Entity/LGA AGREEMENT and invoice to LGA in the amount identified in the sliding participation fee scale approved by the LGA Consortium, due and payable no later than May 31, 2006 for the fiscal year 2005/06 and March 31, 2007 for the fiscal year 2006/07.
2. Maintain Medi-Cal Administrative Activities (MAA) Targeted Case Management (TCM) Trust Fund solely to hold funds received from LGA participation fees.
3. Enter into a separate agreement with the State Department of Health Services to coordinate administration of the MAA/TCM programs for the LGA.
4. Pay the California State Department of Health Services (DHS) for FY 2005-06 and FY 2006-07 MAA/TCM administrative costs as agreed to by the LGA, within sixty (60) days of Executive Committee approval of the State's invoice for reimbursement of documented costs incurred by DHS.
5. Pay the California State Association of Counties (CSAC) for FY 2005-06 and FY 2006-07 costs as agreed to by the LGA, within forty-five (45) days of Executive Committee approval of invoices for reimbursement of documented costs incurred by CSAC.
6. Pay the LGA MAAITCM consultant for FY 2005-06 and FY 2006-07 costs as agreed to by LGA, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA MAA/TMC Consultant.

LGA will:

1. Pay HOST ENTITY Fee by May 31, 2006 for FY **2005-06**, upon receipt of invoice for MAAITCM participation fee.
2. Pay HOST ENTITY Fee by March 31, 2007 for FY 2006-07, upon receipt of invoice for MAA/TCM participation fee.
3. Be financially responsible for all MAA/TCM claims of LGA, including any audit exceptions.
4. Be responsible for producing claims, altering data or providing other materials necessary to process LGA MAA or TCM claim.