



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061-0962
(408) 454-4066 FAX: (408) 454-4488
TDD: (408) 454-4123

July 27, 1998

AGENDA: August 18, 1998

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

Re: Approval of Mental Health Child Placement Agreement

Dear Members of the Board:

On July 28, 1998, the Human Resources Agency (through Child Protective Services) made an emergency placement of an emotionally disturbed, aggressive adolescent in an out of state residential treatment program. This specialized program for psychotic children required an additional "patch", or contract, for mental health services in excess of the approved A.F.D.C. foster care rate authorized by Child Protective Services. No other placement options were available for this difficult to place adolescent given the severity of his illness and the complications of his assaultive behavior. In addition, he was incurring escalating psychiatric hospitalization costs at the rate of **\$500/day**. With no California facilities willing to take him and a prolonged, expensive hospital stay looming, Child Protective Services placed him at the Heritage Center facility in Utah while the details of the mental health service contract could be worked out with Children's Mental Health.

This placement was made after many unsuccessful attempts to provide for the special needs of this child within Santa Cruz County, or elsewhere in the State. The Heritage Center contract is a less expensive alternative to providing for this child's safety and treatment than any other available option.

Children's Mental Health, following the emergency placement at Heritage Center, began negotiations for the supplementary contract for mental health services. Given the need for immediate placement of this court dependent child, Heritage Center agreed to his placement while the details of this supplementary contract were developed.

The attached contract with Heritage Center in Provo, Utah, provides the facility with \$41.72 per day for the provision of intensive therapeutic services. Mental Health anticipates this placement will last for approximately 6 - 12 months. However, the placement will be carefully monitored, and the client returned to the community at the earliest possible date that is both therapeutic and cost-effective.

No new County funds are required, as sufficient dollars are available for transfer within the current 1998-99 Mental Health budget.

It is, therefore, RECOMMENDED that your Board:

1. Approve the attached agreement with Heritage Center of Provo, Utah (Budget Index 363114, Subobject 3665) in the amount of \$14,200, effective July 28, 1998 and authorize the Health Services Administrator to sign.

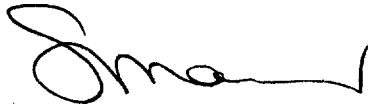
Sincerely,



Charles M. Moody, Administrator
Health Services Agency

CM/PS/ep
Attachment

RECOMMENDED



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
County Counsel
HSA Administration
Community Mental Health

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

277

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

FROM: Health Services Agency (Mental Health) (Dept.)

C. Morby (Signature) 8/4/98 (Date)

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

1. Said agreement is between the County of Santa Cruz, (Community Mental Health) (Agency)
and Heritage Center, 5600 N Heritage School Drive, Provo, Utah 84604 (Name & Address)

2. The agreement will provide intensive residential care services for seriously emotionally
disturbed, aggressive adolescents.

3. The agreement is needed to provide the above.

4. Period of the agreement is from July 28, 1998 to June 30, 2000

5. Anticipated cost is \$ 14,200 through June 30, 1999 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: This is a new Agreement; to be added to the Continuing Agreements List

7. Appropriations are budgeted in 363114 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. COSTED 08167 Date 8/6/98
are not will be

Subject to 98-99 Final Budget

GARY A. KNUTSON, Auditor - Controller
BY Linda T. Chou Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Administrator to execute the same on behalf of the

HEALTH SERVICES (Agency).

County Administrative Officer

Remarks: ll (Analyst)

BY [Signature] Date 8/10/98

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conroy
Auditor-Controller - Pink
Originating Dept. - Goldenrod

'To Orig. Dept. if rejected.

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

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County Department/Agency: The County of Santa Cruz through the HEALTH SERVICES AGENCY (Community Mental Health) 1400 Emeline Avenue, P.O. Box 962, Santa Cruz CA 95061-0962

Hereinafter called COUNTY and:

Heritage Center
5600 N Heritage School Drive
Provo, Utah 84604
(801) 225-5552

hereinafter called CONTRACTOR for: intensive residential care services for seriously emotionally disturbed, aggressive adolescents.

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, and W & I Code, Sections 5775, et seq., 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:

Table with 2 columns: TITLE and EXHIBIT. Rows include Standard Mental Health Provisions (A), Standard County/Agency Provisions (B), Scope of Services and Budget (C), and Revisions (E).

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

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

July 28, 1998 and to continue in effect through June 30, 2000 unless terminated in accordance with the terms of this Agreement.

COSTRACTOR

COUNTY

By: Glen Saugg, Chief Financial Officer

By: Charles Moody, HEALTH SERVICES ADMINISTRATOR

Approved as to Form: [Signature]
County Counsel

Index # 363313
Subobject # 3665
Contract # CO8TBD
Amount N/A

Approved as to Insurances: [Signature]
Risk Management Division Chief

Distribution: County Administrative Officer, County Counsel, Auditor-Controller, Health Services Agency, Community Mental Health, Contractor

(Reserved for Clerk of the Board of Supervisors posting of minute order citation)



Exhibit A, 1998-99

COUNTY OF SANTA CRUZ

EXHIBIT A - STANDARD MENTAL HEALTH PROVISIONS

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

1. ADMINISTRATION:

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

2. NOTICE:

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the officials cited in Paragraph 1 above, for CONTRACTOR at the address cited on this Agreement's cover sheet, and for COUNTY at Community Mental Health, P.O. Box 962, Santa Cruz, CA 950610962, Attention: Director of Mental Health.

3. PROVISION OF SERVICES:

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

b. The COUNTY Director of Mental Health or his/her staff shall specify in writing the kind,

quality and amount of service which shall be provided to each eligible this Agreement. Said service to be mutually agreed upon and fall with this Agreement.

r/client under ameters of

c. CONTRACTOR agrees to provide services to program clients through this Agreement.

at the period of

d. As part of the State required Quality Assurance and Improvement F CONTRACTOR shall develop a complaint and grievance process for family members to express concerns about access to and/or quality of shall be in writing and available to the public. As part of this-process, C shall maintain a complaint log and provide an annual report on number complaints, outcomes of the complaints, and system issues causing pr

clients and This process CONTRACTOR types of s for patients.

e. Managed Care requires that each provider who delivers client service success helping clients avoid re-hospitalizations. Each CONTRACTOR submit a monthly report to Mental Health Administration. This report s names of clients enrolled in the program and a highlighting of clients at hospital in the prior calendar month. CONTRACTORS may obtain ass Health Administration on how to gather the necessary data to be in cor requirement.

onitor its all develop and include the ed to the e from Mental ce with this

f. Should CONTRACTOR provide services to client(s) whose payor source Maintenance Organization, CONTRACTOR shall receive prior approval otherwise the client shall be charged full cost for services provided; CC inform client(s) of this during the fee evaluation process or at the time of admission.

a Health the HMO, CTOR shall gram

g. Similarly, clients who receive funds distributed by a Trust of any kind by CONTRACTOR during the fee evaluation process or at the time of that they will be charged the full cost of services provided.

be informed n admission

4. CONFORMANCE TO CR/DC:

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

on of the State ble Act, roval by the annual and any art of this s.

a. Procedure for Complaint Process. All complaints alleging discrimination in the delivery of services by CONTRACTOR because of race, color, religion, national origin, gender, or sexual orientation shall be resolved by the Department of Mental Health's Affirmative Action complaint process.

on in the disability, through the

b. Notice of Complaint Process. CONTRACTOR shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination, or a violation of their civil rights with the Department of Mental Health.

5. RECORDS

a. Client Records. CONTRACTOR shall maintain individual records for each client. Such records shall include identifying data, social and financial data, and a record of services provided by various personnel in such sufficient detail to make possible an evaluation by COUNTY of services rendered. COUNTY, at its sole option, may take custody and be responsible for safeguarding CONTRACTOR'S client records upon termination of this Agreement. COUNTY and CONTRACTOR agree that records shall be maintained in conformity with all applicable confidentiality provisions of California and Federal law.

b. Right to Review. CONTRACTOR authorizes the State Department of Mental Health, the Health Administrator or his/her designee and/or designated auditors of the COUNTY or State, the right to inspect and otherwise evaluate the appropriateness and timeliness of services performed, and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and payments made pursuant to this Agreement. The State Department of Health shall have the same rights of inspection and evaluation of Medi-Cal services provided by CONTRACTOR pursuant to this Agreement.

c. Confidentiality of Client Records and Information. For the COUNTY'S Mental Health system (i.e. all Bronzan-McCorquodale funded providers) to provide coordinated, quality care, all COUNTY and Contract providers must be able to discuss and exchange relevant clinical and service needs information. This information must be exchanged when making referrals, accepting referrals or coordinating service delivery to a client. Consultation with the client regarding this exchange of information is required of the CONTRACTOR. CONTRACTOR is responsible for insuring that its ability to exchange client information within the Bronzan-McCorquodale provider system is maintained.

6. PAYMENT OF CLAIMS:

a. COUNTY agrees to pay CONTRACTOR on receipt of a properly submitted monthly claim in a form found agreeable by COUNTY certifying the extent of performance under this Agreement. Each claim shall be submitted to and approved by COUNTY'S Administrator prior to payment by COUNTY.

b. It is further agreed that the monthly claim will be based on the proposed budget and/or estimated units of service as presented in Exhibit C.

7. FULL COMPENSATION:

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

8. PARTIAL PERFORMANCE:

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

9. ACCOUNTS RECEIVABLE:

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

10. BUDGET CONTROL:

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

11. COST REPORT:

CONTRACTOR agrees to submit a detailed cost report in the format prescribed by the State Department of Mental Health no later than 60 days after the end of the contract period. The CONTRACTOR shall also submit a copy of -the CONTRACTOR'S trial balance (statement of revenue and expenses) with the cost report. As a part of the cost report, CONTRACTOR will reconcile in writing the total units of service delivered under this Agreement to the units of service reported by CONTRACTOR to COUNTY'S data system. CONTRACTOR shall remit any unearned funds to the COUNTY at the time CONTRACTOR submits cost report.

Exhibit A, 1998-99

12. PRODUCTIVITY:

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

13. QUALITY IMPROVEMENT PARTICIPATION:

All CONTRACTORS who provide direct services to clients in the county shall participate in the Quality Improvement program. This includes weekly meetings providing review of clinical records, peer review, difficult case conferences, utilization review appeals, and client outcomes development and review.

14. COUNTY INVOLVEMENT REGARDING HIRING:

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

Master Exhibit A Revised for 98
1.30.98 & 7.28.98

COUNTY OF SANTA CRUZ

EXHIBIT B - STANDARD COUNTY/AGENCY PROVISIONS

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

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

2. **CONTRACTOR'S EMPLOYEES AND EQUIPMENT.** CONTRACTOR agrees that it has secured or will secure at its own expense all persons, employees and equipment unless otherwise specified required to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR or under CONTRACTOR'S supervision, by persons authorized by law to perform such services. If any arrangement is made whereby employees of COUNTY are used by CONTRACTOR, they shall, while engaged in such work be considered for all purposes, as employees, servants, or agents of the CONTRACTOR and not of COUNTY, irrespective of party paying them.
3. **RESPONSIBILITY FOR INVENTORY ITEMS.**
 - a. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.
 - b. Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

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

propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R., Section 501 (c)(3)-ib(3).

10. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with all applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
11. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.
12. ADMISSION POLICIES. Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation and that no one will be refused services because of inability to pay for services.

a. Nondiscrimination in Services, Benefits and Facilities There shall be no discrimination in the provision of services because of race, color, religion, age, disability, national origin, gender, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this contract; subjecting a person to segregation or separate treatment in any matter related to his receipt of any service: restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation.

13. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
 - a. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, pregnancy, sexual orientation, age (over 18), veteran status or any other nonmerit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places,

available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

“Discriminate, Discrimination or Discriminatory” - shall mean any act, policy or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person’s age, race, color, creed, religion, national origin, ancestry, disability, marital status, pregnancy, gender, or sexual orientation. “Discrimination” includes the assertion of an otherwise valid reason for action as a subterfuge or pretext for prohibited discrimination.

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, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR’s solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the gender, race, disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR’S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders this CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 13b. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. **CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR’S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its

duties and responsibilities regarding such records under such statutes and regulations.

15. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the set-vices provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.
16. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
17. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
18. **EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
19. **PUBLICITY.** CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows:

This program is funded under a contract with the County of Santa Cruz.

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

21. TRAVELING EXPENSES, FOOD AND LODGING.

a. CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed those applicable to regular COUNTY employees. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.

b. Private mileage reimbursement, if paid based upon miles driven, to CONTRACTOR'S employees when incurred in performance of duties under this Agreement shall be payable at a rate not to exceed COUNTY rates payable to COUNTY employees.

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

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

24. CHANGES.

a. COUNTY may from time to time request changes in the scope of the services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.

b. COUNTY shall have the right to renegotiate the financial and/or programmatic terms of this Agreement in the event that there is a reduction in the approved budget.

25. NOTICE OF POSSIBLE TERMINATION FOR CAUSE.

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

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

work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 25a reduced by the amount of damages sustained by COUNTY by reason of such breach.

26. TERMINATION OF AGREEMENT WITHOUT CAUSE. This Agreement may be terminated without cause by COUNTY or the CONTRACTOR with thirty (30) days written notice.
27. TERMINATION DUE TO CESSATION OF FUNDING. COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
28. EXTENSION OF TIME. COUNTY'S Administrator may extend the time for completion of CONTRACTOR'S performance under this Agreement in the event performance is delayed due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Both parties agree that such extension of time does not alter the amount of compensation due CONTRACTOR.
29. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs last. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, federal auditors or the designee of either for a period of five (5) years after final payment under this Agreement.
30. WITHHOLDING OF PAYMENT. COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
31. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS. CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit, performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving; replying to, and complying with any audit exception by the COUNTY, State or Federal audit agency.
32. OVERPAYMENTS. Over payments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Over payments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.
33. INSURANCE.
 - a. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be

excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

b. If CONTRACTOR utilizes subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTOR'S Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

(1) Types of Insurance and Minimum Limits

(a) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.

(b) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, nortowned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

(c) Comprehensive or Commercial General Liability insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for:

a) bodily injury, b) personal injury, c) broad form property damage, d) contractual liability, and e) cross-liability.

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

(e) CONTRACTOR agrees to carry and maintain during the entire term of this Agreement fire and extended coverage including theft insurance to adequately cover value of COUNTY'S inventorable items in the possession of CONTRACTOR. Insurance policy must name COUNTY as the loss payee.

(2) Other Insurance Provisions

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

(b) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz".

(c) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061.

(d) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to: Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061.

34. SAFETY AND INFECTION CONTROL.

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

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

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

Master Exhibit B for 98 (revised May 98)
7.28.98

COUNTY OF SANTA CRUZ

EXHIBIT C – Scope of Services and Budget

Heritage Center

Provider: Heritage Center of Provo, Utah
Provider No.: TBD
Program: Heritage Center
Program Address: 5600 N Heritage School Drive, Provo, Utah 84604
Provider/Program Phone: (801) 2255552
Program Phone: Same as above

1 .O PROGRAM INTENT

1 .1 Primary Task: The Heritage Center program provides room, board, 24-hour care and supervision for seriously emotionally disturbed, aggressive adolescents. Heritage Center is an intensive residential treatment program which works with psychotic, aggressive individuals.

1.2 Description of Services: The Heritage Center program provides a structured package of residential and mental health services provided 24 hours daily, seven days per week. The mental health services include psychiatric services; individual, group & family services by a masters level therapist; nursing care with 24 hour availability and therapeutic recreation daily. All discharge planning will be done with the Santa Cruz County Mental Health Coordinator and the Human Resources Agency Social Worker.

This program will provide a strong therapeutic component that is integrated into the daily program. This will include, but not be limited to, behavior modification techniques.

1.3 Description of Client Population: Seriously emotionally disturbed, aggressive adolescents who are residents of Santa Cruz County.

1.4 Staffing: See contract file

2.0 SYSTEM INTENT

2.1 Geographic Areas Served: Residents of Santa Cruz County.

2.2 Quality Assurance Program: Community Care Licensing, Division of State Department of Social Services.

2.3 Organizational Structure: Contract File

2.4 Internal System Affiliations: Agencies, programs within Bronzan-McCorquodale system with which these programs coordinate, i.e. County of Santa Cruz Community Mental Health.

2.5 External System Affiliations: Various residential care facilities, State Licensing and State Department of Mental Health.

2.6 Fair Hearing Practice: Community Care Licensing.

2.7 Community Care Licenses: Shall be maintained at all times with all deficiencies corrected as required by the State Department of Social Services or State Department of Mental Health.

3.0 METHOD OF PAYMENT

A. This is a negotiated rate Agreement providing for payment by patient day for COUNTY approved patients. For the current contract year, CONTRACTOR'S daily rate shall not exceed \$41.72 per patient day.

In subsequent years when there are proposed rate changes, any rate increase is subject to negotiation and approval by the COUNTY Board of Supervisors.

B. The COUNTY shall pay CONTRACTOR for services described under this Agreement for occupied bed days. CONTRACTOR shall bill the COUNTY monthly based upon the negotiated rate for services.

S: 98-99 Contracts
Heritage Center Scope (TBD 96)
7.28.98

Exhibit E, 1998-99

COUNTY OF SANTACRUZ

Exhibit E

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

√	There are <u>no</u> revised paragraphs in this Agreement
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	There <u>are</u> revised paragraphs in this Agreement
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	Paragraph "_____" of Exhibit "_____" is hereby revised to read as follows:
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	An Addition to said contract shall be as follows:
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Exhibit E for Heritage Center
7.27.98