



# county of Santa Cruz

## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95050

(408) 454-4130 OR 454-4045

FAX: (408) 454-4642

May 7, 1999

Agenda: May 25, 1999

### BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, California 95060

#### AGREEMENTS TO PROVIDE SERVICES TO MSSP CLIENTS

Dear Members of the Board:

The Human Resources Agency administers the Multipurpose Senior Services Program (MSSP), which provides comprehensive case management services to frail elderly County residents. The goal of the program is to prevent or delay long-term institutionalization. The program is limited to Medi-Cal recipients and is funded through a contract with the State Department of Aging.

MSSP purchases services for clients in various categories, such as counseling and home safety modification. Services are purchased following an assessment of client need and the development of a comprehensive care plan by the MSSP case management team of social services staff and public health nurse.

On June 16, 1998, your Board approved Purchase of Services Agreements for eleven local vendors, for the period from July 1, 1998, through June 30, 2001. This letter requests your Board's approval of a new vendor, Link to Life, to provide communication devices and emergency response services for frail elderly MSSP clients. The term of the agreement is June 1, 1999, through June 30, 2001. We also request your Board's approval to amend a current vendor's Purchase of Services Agreement to comply with new state and federal regulations requiring that Medi-Cal clients be offered a choice of case management providers on a monthly basis. The amendment adds a monthly unit of service and a monthly rate for Purchased Specialist Case Management.

BOARD OF SUPERVISORS

May 25, 1999

Agreements to Provide Services to MSSP Clients

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IT IS THEREFORE RECOMMENDED that your Board:

1. Authorize the Human Resources Agency Administrator to sign the agreement with GTL, Inc., dba Link to Life; and
2. Authorize the Human Resources Agency Administrator to sign the amended agreement with Lawrence M. Friedman, LCSW, for Purchased Specialist Case Management services.

Very truly yours,



CECILIA ESPINOLA  
Administrator

CE/NK:n:\hra\nora\mssp.bd

cc: County Administrative Office  
Auditor/Controller  
Link to Life  
Lawrence M. Friedman

RECOMMENDED:



SUSAN A. MAURIELLO  
County Administrative Officer

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

291

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

FROM: HUMAN RESOURCES AGENCY -- MSSP (Dept.)  
[Signature] (Signature) 5/6/99 (Date)

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

- Said agreement is between the County of Santa Cruz HRA/MSSP (Agency)  
and Link to Life / GTL, Inc. 23777 Mulholland Hwy Ste 80 Calabasas, CA91302 (Name & Address)
- The agreement will provide waived services as defined by State MSSP between Link to Life/GTL, Inc.  
and County of Santa Cruz MSSP
- The agreement is needed to provide eligible MSSP clients with needed services which the  
County cannot provide.
- Period of the agreement is from June 1, 1999 to June 30, 1999
- Anticipated cost is \$ 200.00 (~~Fixed amount, Monthly rate, Not to exceed~~)
- Remarks: Contract term: 6/1/99 to 6/30/2001  
Contact person: Veronica Heath x4726
- Appropriations are budgeted in 392500 (Index#) 3665 (Subobject)

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

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

Contract No. CO 81841 Date 5/11/99  
GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy.

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

[Signature] (Agency). County Administrative Officer

Remarks: [Signature] (Analyst) By [Signature] Date 5/11/99

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

'To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California )  
County of Santa Cruz ) ss

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

By \_\_\_\_\_ County Administrative Officer

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COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

292

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

FROM: HUMAN RESOURCES AGENCY (MSSP) (Dept.)  
[Signature] (Signature) 5/7/99 (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 HRA/MSSP (Agency)  
and, Larry Friedman, LCSW 202½ Oceanview Ave Santa Cruz, CA 95062 (Name & Address)
2. The agreement will provide waived services as defined by State MSSP between  
Larry Friedman and County of Santa Cruz MSSP.
3. The agreement is needed. to provide eligible MSSP clients with needed services which the  
County cannot provide.
4. Period of the agreement is from May 1, 1999 to June 30, 1999
5. Anticipated cost is \$ 2,500 (no change) (~~Fixed or variable cost~~; Not to exceed)
6. Remarks: Agreement is amended to provide an additional service; see Exhibit A attached.  
Contract term: 7/1/98 to 6/30/2001 Contact person: Veronica Heath x4726
7. Appropriations are budgeted in 392500 (Index#) 3665 (Subobj ec)

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

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

Contract No. CO 80829A Date 5/11/99

GARY A. KNUTSON, Auditor - Controller

By [Signature] Deput

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

Remarks:

@ ( A n a l y st)

County Administrative Officer  
By [Signature] Date 5/11/99

Agreement approved as to form. Dot \_\_\_\_\_

Distribution:

Bd. of Supv. • White  
Auditor-Controller • Blue  
County Counsel • Green \*  
Co. Admin. Officer • Canary  
Auditor-Controller • Pink  
Originating Dept. • Goldenrod

38  
to the Dept. if rejected.

ADM - 29 (6/95)

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz  
State of California, do hereby certify that the foregoing request for approval of agreement was approved b  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entere  
in the minutes of said Board on \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Cler

AGREEMENT FOR THE PURCHASE OF SERVICES  
MULTIPURPOSE SENIOR SERVICES PROGRAM

**293**

THIS AGREEMENT is entered into this 1 st day of June, 1999, by and between the COUNTY OF SANTA CRUZ (hereinafter called "County"), and GTL, Inc., dba Link to Life, hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DEFINITIONS

- A. "Contractor" means the person, group, organization, corporation, private or non-profit, or governmental agency with whom the County is entering into this agreement.
- B. "MSSP" means the program operated by the County of Santa Cruz Human Resources Agency, which is a part of the California Multipurpose Senior Services Program.
- C. "MSSP Client" means any eligible Medi-Cal beneficiary who has been enrolled into the Santa Cruz County MSSP.
- D. "Services" means all those services delineated and enumerated in Exhibit "A", which may include, but is not limited to those services defined in Exhibit "B", attached hereto and incorporated into this agreement.
- E. "Services Authorization Form" means the form issued by the Santa Cruz County MSSP to initiate referral for services and to authorize the purchase of services..
- F. "CDA" means the California Department of Aging.

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## II. DUTIES AND RESPONSIBILITIES

### A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested via a Service Authorization Form; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and the resolve any problems or conflicts between Contractor, MSSP clients, and/or County.

### B. CONTRACTOR RESPONSIBILITIES

1. Contractor agrees to accept MSSP-enrolled client(s) referred to Contractor by the County and agrees that client eligibility for services will be determined by the MSSP program staff.
2. Contractor shall provide, in a satisfactory and proper manner, as determined by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP program, based upon the type and levels of services ordered by the County.
3. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
4. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing, and to conduct research and evaluation concerning the contractor and program as appropriate under the terms of this Agreement.
5. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP clients.

### C. PURCHASE OF SERVICES

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1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County on a Services Authorization Form.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the Service Authorization. Should Contractor fail to commence providing the ordered services within fifteen (15) days of service start-up as specified in the Service Authorization, the Service Authorization becomes automatically void and the County will have no obligation to pay for any services provided under such void Service Authorization.
4. If Contractor is unable to provide authorized service to a specified MSSP client, or becomes aware of circumstances rendering the authorized services inappropriate, Contractor shall notify the County within three (3) days of receipt of Services Authorization Form.
5. It is understood that more than one contractor may be designated to offer a specific service to MSSP clients. If so, services will be ordered from each Contractor according to the pre-established criteria for MSSP provider authorization.

### III. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditures shall be borne by Contractor.

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Contractor County

- E. Contractor must use payments received under this Agreement for expenses involved in provision of services under this Agreement. Contractor shall report regularly, as required by County, actual program expenses. Actual expenses will be used as information for negotiation of future unit cost contracts.
- F. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payor.
- G. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- H. No request for funds shall be approved by the County until reports required under this agreement have been filed by Contractor.
- I. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).
- J. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

#### IV. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs IV, V and VII 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 Contract, 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.

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- 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 limitations, unemployment insurance, social security and payroll tax withholding).

V. INSURANCE

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.

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, unless Contractor and County both initial here \_\_\_\_\_ / \_\_\_\_\_

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the Contractor has no employees and certifies to this fact by initialing here \_\_\_\_\_

(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 \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by Contractor is not a material part of performance of this Agreement and Contractor and County both certify to this fact by initialing here \_\_\_\_\_

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by Contractor and County \_\_\_\_\_ / \_\_\_\_\_

B. Other Insurance Provisions

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(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 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.

(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 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."

(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  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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VI. 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.

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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.

VII. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment 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.

VIII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. No sub-contract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of his Agreement as set forth in Section XIX hereto. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

IX. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

X. CONFLICT OF INTEREST

Contractor covenants that Contractor, its officers or employees or their immediate family, presently has no interest in, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by Contractor under this Agreement. Contractor shall not hire MSSP employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Performance of services under this Agreement by associates or employees of Contractor shall not relieve Contractor from any responsibility under this Agreement.

XI. CHANGES

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County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XII. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

XIII. FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS

Authorized Federal, State, or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not be limited to audits, inspections of premises, reports, and interviews of program staff and participants. At any time during the normal business hours and as often as County may deem necessary, Contractor shall make available to County, State, and/or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State, and/or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. Records must document provisions of services stated in this Agreement. Contractor shall maintain and keep available all such records within the County of Santa Cruz for a minimum of four (4) years from the ending date of this contract if a County, State, or Federal audit has occurred, and five (5) years from said date if audit has not occurred, and in the case of audit exception by Federal, State, or County, until every exception has been satisfactorily cleared. Records for non expendable property, which was acquired with Federal funds, shall be retained for three (3) years after its final disposition. Contractor shall submit such reports of its activities and expenditures as may be required by the Federal, State, or County governments.

XIV. RIGHTS IN DATA

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this

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Contractor County

grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XV. 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, sex, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory 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

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Contractor County

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 \$50,000.00 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, sex, 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 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 sex, 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 Agreement or with any of the said rules, regulations, or orders said Contractor may be declared ineligible for further agreements with the County.

(4) The Contractor shall cause the foregoing provisions of this Subparagraph XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XVI. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Vendor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.

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Contractor County

- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**XVII. INTEGRATED DOCUMENT**

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement shall be considered as unofficial information, and in no way binding upon the County.

**XVIII. 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.

**XIX. TERM OF AGREEMENT**

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2001.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

**XX. ATTACHMENTS**

This Agreement includes the following attachments (identify by name or write "NONE"): None

Initial: Im / CEm  
Contractor County



CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE

~~Signature~~

Title

Date \_\_\_\_\_

COUNTY OF SANTA CRUZ

Cecilia Espinola, HRA Administrator

Date \_\_\_\_\_

Approved as to form:

Approved as to insurances:

Geo M. Scott

County Counsel

Pl Hum 5-4-99

County Risk Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Initial: Im / CE  
Contractor County

Contractor

County

**EXHIBIT A**

**SCOPE OF SERVICE**

Name of Provider: GTL, Inc., dba Link to Life  
 Address: 23777 Mulholland Highway, Suite 80  
Calabasas, CA 91302

CONTRACT # \_\_\_\_\_

| SERVICE                      | CODE | UNIT OF SERVICE | COST PER UNIT      | FUNDING SOURCE   |
|------------------------------|------|-----------------|--------------------|------------------|
| Communications/Devices       |      |                 |                    |                  |
| Installation Fee             | 9.2  | OTO             | \$50.00            | Waived Title XIX |
| Monitoring, Response, Maint. | 9.2  | MONTH           | <del>\$18.00</del> | Waived Title XIX |
| Pendant Replacement Fee      | 9.2  | OTO             | \$ 5.00            | Waived Title XIX |
|                              |      |                 |                    |                  |
|                              |      |                 |                    |                  |
|                              |      |                 |                    |                  |

## SERVICE DEFINITIONS

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9.1, 9.2 SPECIAL COMMUNICATIONS

Clients who will receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; providers specializing in language translation; individual translators, telephone companies or other providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the client's plan of care.

**9.1 Communication/Translation**

The provision of translation and interpretive services for purposes of instruction, linkage with social or medical services, and conduct of business is essential to maintaining independence and carrying out the Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) functions. For non-English speaking clients, this service is the link to the entire in-home and community-based service delivery system. MSSP resources shall be used to support this service only where family and community resources are unable to meet the need, and as designated in the care plan.

**9.2 Communications/Devices**

The service includes the rental/purchase of mechanical/electronic devices, or installation of a telephone, to assist in communication (excluding hearing aids, eye appliances, and monthly telephone charges) for clients who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of emergency response systems is limited to those clients who live alone, or who are alone for significant parts of the day, and have no regular caretaker for extended periods of time, and who would otherwise require extensive routine supervision. Items such as identification bracelets or cards used to communicate vital client information in case of emergency may also be purchased.

Telephone installation will only be authorized to enable the use of telephone-based electronic response systems where the client has no telephone, or for the isolated client who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the client has a medical/health condition that makes him/her vulnerable to medical emergency (e.g., congestive heart failure or emphysema).

AMENDMENT TO THE  
PURCHASE OF SERVICES AGREEMENT  
FOR THE MULTIPURPOSE SENIOR SERVICES PROGRAM

This is an amendment to the Purchase of Services Agreement #C080829A dated July 1, 1998, by and between the County of Santa Cruz, herein called "County," and Lawrence M. Friedman, LCSW, herein called "Contractor." The Purchase of Services Agreement is hereby amended as follows:

Exhibit A, "Scope of Services," is amended as per the attached to add a new unit of service and reimbursement rate for Purchased Specialist Case Management, Code 4.3, to be reimbursed at \$100 per month.

All other provisions of said Purchase of Services Agreement shall remain the same.

D A T E D

5/5/99



Lawrence M. Friedman, LCSW

\_\_\_\_\_  
Cecilia Espinola, Administrator  
Human Resources Agency

Approved as to form:



County Counsel

EXHIBIT A

SCOPE OF SERVICE

Name of Provider:  
Address:

Lawrence M. Friedman, LCSW  
202 1/2 Oceanview Ave.  
Santa Cruz, CA 95062

CONTRACT # C080829A

| SERVICE                              | CODE | UNIT OF SERVICE | COST PER UNIT | FUNDING SOURCE   |
|--------------------------------------|------|-----------------|---------------|------------------|
| Purchased Specialist Case Management | 4.3  | HOUR            | \$50.00       | Waived Title XIX |
| Therapeutic Counseling               | 8.4  | HOUR            | \$60.00       | Waived Title XIX |
| Purchased Specialist Case Manag.     | 4.3  | MONTH           | \$100.00      | Waived Title XIX |
|                                      |      |                 |               |                  |
|                                      |      |                 |               |                  |
|                                      |      |                 |               |                  |
|                                      |      |                 |               |                  |
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|                                      |      |                 |               |                  |