



HEALTH SERVICES AGENCY  
ADMINISTRATION

# COUNTY OF SANTA CRUZ

0307

## HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE  
SANTA CRUZ, CA 95061  
(408) 454-4066 FAX: (408) 454-4770  
TDD: (408) 454-4123

AGENDA: March 7, 2000

February 10, 2000

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

RE: APPROVAL OF MENTAL HEALTH AGREEMENTS, CONTRACT AMENDMENT

Dear Board Members:

This letter seeks Board approval for one new Mental Health agreement, one existing contract which is shown on the 1999-2000 Continuing Agreements List as a Section II but because of program changes requires specific Board approval, and one mid-year contract amendment.

The new agreement with Food and Nutrition Services will provide respite services to parents of children with serious emotional disturbances who are served by the Children's Mental Health program. Respite services consist of providing trained child care providers to parents of these special needs children for specified periods of time either at home or in the community. These services are considered an important component of the Children's Interagency System of Care in Santa Cruz County.

Food and Nutrition currently operates a respite program and has agreed to expand its existing program and become the provider of targeted respite services to families served by Children's Mental Health.

The existing Section II contract (County Contract No. 042) which requires Board approval due to program changes is a continuing agreement with KPMG for preparation of Mental Health's Medicare cost reports. In addition to preparation of the 1998/99 Medicare cost report, the attached contract specifies that KPMG will provide additional services including assistance with the Fiscal Intermediary during the Medicare audit and coordination of the Intermediary's inquiries relating to prior periods, as well as services related to preparation of the 1999/00 Medicare cost report.

Mental Health has had a contract for similar services with KPMG for the past five years.

Finally, the attached amendment to the 1999-00 agreement with Santa Cruz Community Counseling Center, Inc. (County Contract No. 028) for administration of loan and case service funds on behalf of mental health clients adds an additional \$20,000 to the existing contract to

make case service funds available to clients being served by the newly implemented Mentally III Offender grant funded by the State Department of Corrections. Case service funds typically are utilized to stabilize clients in the community (e.g., providing first/last month's rent, security deposits, etc.) pending their receipt of SSI or other benefits. When benefits are received, the case funds are replenished.

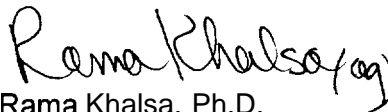
0308

For both of the above contracts and the contract amendment, sufficient funds exist within the 1999/00 Mental Health budget and no additional County funds are needed nor requested.

It is, therefore, RECOMMENDED that your Board:

1. Approve the attached new agreement with Food and Nutrition Services (Budget Index 363114, Subobject 3665) in the amount of \$10,000, effective February 1, 2000 through June 30, 2000, and authorize the Health Services Administrator to sign;
2. Approve the attached agreement with KPMG, County Contract No. 042, (Budget Index 363101, Subobject 3665) in the amount of \$9,000 per Fiscal Year effective July 1, 1999, and authorize the Health Services Administrator to sign; and
3. Approve the attached amendment to the 1999/00 agreement with Santa Cruz Community Counseling Center, Inc., County Contract No. 028 (Budget Index 363210/363114, Subobject 3665), increasing the contract by \$20,000 for a new contract maximum of \$160,000, and authorize the Health Services Administrator to sign.

Sincerely,

  
Rama Khalsa, Ph.D.  
Health Services Administrator

RK:PS  
Attachments

RECOMMENDED



Susan Mauriello  
County Administrative Officer

cc: County Administrative Office  
Auditor-Controller  
County Counsel  
Health Services Agency  
Mental Health & Substance Abuse Administration

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0309

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

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)  
Ramathalse (og) (Signature) 2/22/00 (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 (Community Mental Health) (Agency) and, KPMG 355 S. Grand Ave. Los Angeles. CA 90071 (Name & Address)
- The agreement will provide for the preparation of the HCFA 2088-92 Medicare Cost Report for FY 99/00.
- The agreement is needed to provide the above.
- Period of the agreement is from July 1, 1999 to June 30, 2000
- Anticipated cost is \$ 9,000 maximum through June 30, 2000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Continuing Agreements List - Section II
- Appropriations are budgeted in 363101 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C090042- 01 Date 2/24/00  
are not available and will be encumbered.  
GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Siler 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).

Remarks: \_\_\_\_\_ (Analyst) By [Signature] County Administrative Officer Date 2/24/00

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.

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 0310

Hereinafter called COUNTY and:

KPMG
355 S. Grand Avenue
Los Angeles, CA 90071
(213) 972-4000

hereinafter called CONTRACTOR for Medicare reimbursement support services.

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

WHEREAS pursuant to the provisions of California Government Code, Section 3 1000, 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:

TITLE

Engagement Letter
Standard Terms and Conditions

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 1, 1999 until terminated

CONTRACTOR

COUNTY

By: [Signature]
Name: C.F. Hudson
Title: Director

By: Rama Khalsa, Ph.D.
HSA Administrator

Approved as to Form:

[Signature]

County Counsel

Approved as to Insurances:

[Signature] 1-28-2000
Risk Management Division Chief

Distribution:

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

Index # 363101
Subobject # 3665
Contract # CO90042-01
Amount \$9,000 per fiscal year

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

November 30, 1999

Mr. Glenn Kulm  
Santa Cruz County Department of Mental Health  
1400 Emeline Avenue, Building K  
PO Box 962  
Santa Cruz, CA 95061

**Re: Fiscal Year Ending June 30, 1999 Reimbursement Support**

Dear Mr. Kulm:

KPMG LLP is pleased to present this proposal for reimbursement consulting services to the Santa Cruz Department of Mental Health (Santa Cruz). This contract will cover reimbursement services relating to the preparation of the 2088-92 Medicare cost report for the Fiscal Year Ending (FYE) June 30, 2000, and additional reimbursement support during the FYE June 30, 2000. This letter describes the approach we will take and provides an estimate of the timing associated with the engagement.

### **Engagement Scope, Objectives, and Timing**

#### *Cost Report Preparation*

- KPMG will prepare the Medicare cost report (2088-92) for Santa Cruz for the Fiscal Year Ending June 30, 1999 based on information provided by Santa Cruz.
- The Santa Cruz will provide KPMG with all-relevant cost, revenue, and statistical data necessary to prepare the reports by November 30, 1999.
- KPMG will commence work on December 6, 1999 and anticipates completion the Medicare cost report by December 10, 1999.

#### *Additional Reimbursement Support*

- KPMG will provide additional reimbursement services during the FYE June 30, 2000; these services will include assistance with Fiscal Intermediary (FI) during the Medicare audit and coordination of inquiries by the FI relating to prior periods.

**Fees and Implementation Schedule**

The above encompasses the scope of the entire project. Should the scope change or additional projects be requested a separate letter of agreement would be required. This contract does not cover unexpected projects such as, but not limited to, appeal items or compliance issues. The professional fees for this engagement will be based on the hourly rate of the personnel performing the services and are estimated as follows:

- Preparation of the Fiscal Year 1999 Medicare cost report (fixed fee) . . . . . \$6,200
- . Additional reimbursement support..... \$2,800

The following rates will apply for tasks requested in addition to the items set forth in this proposal.

Partner/Director .....	\$350/hour
Senior Manager/Manager.....	\$300/hour
Senior Consultant .....	\$250/hour
Consultant .....	\$175/hour

Our professional fees will be billed based upon the time required to complete the work outlined above; and the skill sets and resources required to complete the work outlined above. In addition to the professional fees, we are reimbursed for engagement-related expenses and our standard administrative charge.

Professional fees and expenses will be billed monthly and are due and payable upon receipt. Other terms and conditions may apply as included in the Standard Terms and Conditions section of this proposal.

We hope that the details of this engagement are acceptable to you. Please acknowledge acceptance of this arrangement by signing below. If you require additional information or clarification, please feel free to call me at (213) 955-8728.

Very truly yours,

**KPMG LLP**

C.R. Hudson   
Director

Accepted: \_\_\_\_\_

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

KPMG LLP  
Standard Terms and Conditions

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1. **Services.** It is understood and agreed that KPMG's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. ~~In the event of a claim by a third party relating to services under the Proposal or Engagement Letter to which these Standard Terms and Conditions are attached, Client will indemnify KPMG and its personnel from all such claims, liabilities, cost and expenses, except to the extent determined to have resulted from the intentional or deliberate misconduct of KPMG personnel.~~
2. **Payment of Invoices.** Without limiting its rights or remedies, KPMG shall have the right to halt or terminate entirely its services until payment is received on past due invoices.
3. **Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of KPMG's services hereunder. This engagement may be terminated by either party at any time by giving written notice to the other party not less than 30 calendar days before the effective date of termination.
4. **Ownership.**
  - a) KPMG Technology. KPMG has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques; models (including, without limitation, function, process, system and data models); templates; the generalized features of the structure, sequence and organization of software, user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems (collectively, the "KPMG Technology").
  - b) Ownership of Deliverables. Except as provided below, upon full and final payment to KPMG hereunder, the tangible items specified as deliverables or work product in the engagement letter or proposal to which these terms are attached (the "Deliverables") will become the property of Client. To the extent that any KPMG Technology is contained in any of the Deliverables, KPMG hereby grants Client, upon full and final payment to KPMG hereunder, a royalty-free paid-up, worldwide, non-exclusive license to use such KPMG Technology in connection with the Deliverables.
  - c) Ownership of KPMG Property. To the extent that KPMG utilizes any of its property (including, without limitation, the KPMG Technology or any hardware or software of KPMG) in connection with the performance of services hereunder, such property shall remain the property of KPMG and, except for the license expressly granted in the preceding paragraph, Client shall acquire no right or interest in such property. Nothing in this Agreement shall be construed as precluding or limiting in any way the right of KPMG to provide consulting or other services of any kind or nature whatsoever to any person or entity as KPMG in its sole discretion deems appropriate. In addition, and notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that (a) KPMG will own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the KPMG Technology and (b) KPMG may employ, modify, disclose, and otherwise exploit the KPMG Technology (including, without limitation, providing services or creating programming or materials for other clients).
5. **Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. KPMG WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH. KPMG DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. **Limitation on Damages.** Client agrees that KPMG, its partners, principals, and employees shall not be liable to Client for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees paid by Client to KPMG under this engagement. In no event shall KPMG, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). In furtherance and not in limitation of the foregoing, KPMG will not be liable in respect of any decisions made by Client as a result of the performance by KPMG of its services hereunder. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.
7. **Cooperation.** Client shall cooperate with KPMG in the performance by KPMG of its services hereunder,

KPMG LLP  
Standard Terms and Conditions

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including, without limitation, providing KPMG with reasonable facilities and timely access to data, information and personnel of Client. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to KPMG for purposes of the performance by KPMG of its services.

8. **Force Majeure.** Neither Client nor KPMG shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
9. **Limitation on Actions.** No action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to such party hereunder.
10. **Independent Contractor.** It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
11. **Confidentiality.** Client and KPMG acknowledge and agree that all information communicated to either Client or KPMG by the other party in connection with the performance by a party under this Agreement shall be received in confidence, shall be used only for purposes of this Agreement, and no such confidential information shall be disclosed by the respective parties or their agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the parties' obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by Client or KPMG, (b) was known to either Client or KPMG or had been previously possessed by Client or KPMG without restriction against disclosure at the time of receipt thereof by Client or KPMG, (c) was independently developed by Client or KPMG without violation of this Agreement or (d) Client and KPMG agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this Paragraph as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement. KPMG may retain,

subject to the terms of this Paragraph, copies of Client's confidential information required for compliance with applicable professional standards or internal policies. If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other party of such demand in order to permit such party to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall thereafter be entitled to comply with such demand to the extent permitted by law, subject to any protective order or the like that may have been entered in the matter.

12. **Survival.** The provisions of Paragraphs 1, 2, 4, 5, 6, 9, 10, 11, 12 and 13 hereof shall survive the expiration or termination of this engagement.
13. **Assignment.** Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. KPMG may assign its rights and obligations hereunder to any affiliate that is a successor in interest to all or substantially all of the assets or business of KPMG practice, without the consent of Client.
14. **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. **Entire Agreement.** These terms, and the Proposal or Engagement Letter to which these terms are appended, including Exhibits, constitute the entire agreement between KPMG and Client with respect to the subject matter hereof and supersede all other oral and written representation, understandings or agreements relating to the subject matter hereof.



COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0315

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

FROM: HEALTH SERVICES AGENCY (MENTAL HEALTH) (Dept.)  
Ronald A. Knutson (Signature) 2/22/00 t e )

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 (Community Mental Health) (Agency)  
and Santa Cruz Community Counsel Center, Inc. 510 W. Lincoln Blvd. Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide administration of Loan & Case Service funds, check processing, and disbursement services for respite services.
- The agreement is needed to amend this agreement.
- Period of the agreement is from July 1, 1999 to June 30, 2000
- Anticipated cost is \$ 160,000 through June 30, 2000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Auditor: Encumber an additional \$20,000 in new index 363173 for a new maximum of \$160,000. This amendment will become C090028-03.
- Appropriations are budgeted in 363144 (\$10,000) 363210 (\$130,000) 353173 (\$20,000) (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C090028- 01/02/03 Date 2/24/00  
are not available and will be encumbered.  
GARY A. KNUTSON, Auditor - Controller  
BY Ronald A. Knutson 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).

Remarks: \_\_\_\_\_ (Analyst) BY R. Knutson Date 2/24/00  
County Administrative Officer

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 \_\_\_\_\_ 19 \_\_\_\_\_  
County Administrative Officer  
BY \_\_\_\_\_ Deputy Clerk

Index No. 363210/363114  
Subobject No. 3665  
Contract No. 028-01/02

Santa Cruz Community Counseling Center, Inc.  
**Administration of Loan and Case Services Funds, et. al.**  
Amendment to 1999-2000 Agreement

The parties hereto agree to amend that certain agreement dated July 1, 1999, County Contract No. 028-01/02, by changes as follows:

**1. Cover Sheet**

Add \$20,000 to new Index No. 363173; this new portion will become Contract No. 028-03.. Change the total contract (028-01/02/03) from \$140,000 to new maximum of \$160,000.

**2. Exhibit C, Scope of Service and Budget, Part C**

Add new attached Exhibit C, Scope of Service and Budget, Part C regarding administration of Loan Fund and Case Services Fund for clients served by the Mentally Ill Offender grant.

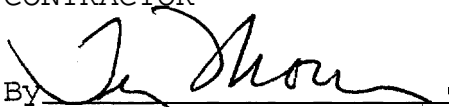
All other provisions, excepting those mentioned above, shall remain the same.

Dated: February 25, 2000

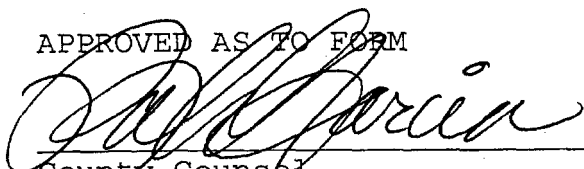
COUNTY OF SANTA CRUZ

CONTRACTOR

By \_\_\_\_\_  
Rama Khalsa, Ph.D.  
Health Services Administrator

By  \_\_\_\_\_  
Terry Moriarty, Director  
Santa Cruz Community Counseling  
Center, Inc.  
195-A Harvey West Blvd.  
Santa Cruz, CA 95060

APPROVED AS TO FORM

  
\_\_\_\_\_  
County Counsel

COUNTY OF SANTA CRUZ

**EXHIBIT C -- Scope of Service and Budget**

SANTA CRUZ COMMUNITY COUNSELING CENTER, INC.

**PART C**

**I. Revolving Loan Fund and Case Services Fund Administrative Services**

CONTRACTOR will provide Revolving Loan and Case Services Fund administrative services to clients receiving services from the MOST Team as part of the Mentally Ill Offender grant funded by the State Department of Corrections.

Although there are line item amounts for each service, the CONTRACTOR may transfer funds between the two services as client need dictates (up to the maximum contract amount for each).

The goal of this service component is to assist mentally ill offender clients in acquiring emergency financial assistance that may be needed for initial housing costs including last month's rent, security deposit, and utility deposits. The purpose of the Loan Fund is to provide money to these clients to establish permanent, independent housing within the community. Loans will be made within a 24-hour period of time, but no loans will be made on Saturday or Sunday. The loan will be made in the form of a check, payable only to the landlord or his/her representative. There will be no minimum or maximum amounts, but the applicant must be willing to use money on hand in conjunction with the loan to cover initial housing costs. The COUNTY will provide a list of MOST Team authorized personnel who will have access to this service for their clients. The COUNTY will include on this list those staff with the authority to authorize a loan.

CONTRACTOR shall:

1. Require a completed Revolving Loan Fund Advance Check Request and Repayment Agreement.
2. Release checks to authorized personnel only.
3. Submit a monthly cumulative cash flow summary including Beginning Loan Fund Balance, Total Loans Paid Out, Total Client Reimbursements, Total County Fund Reimbursements, Total Earned Interest, and the Ending Balance.
4. CONTRACTOR will develop procedures for administering the loan fund. These procedures will be subject to review by the COUNTY Mental Health contract monitor. All loan applications will have final approval by the COUNTY contract monitor or his/her designee.

No loan checks will be drawn without the CONTRACTORS Administrator or designee's signature appearing on the Revolving Loan Fund Advance Check Form.

5. CONTRACTOR agrees to make this Loan Fund available to COUNTY MOST Team members for purposes stated in this Agreement.

**A. Loan Fund**

Additionally, CONTRACTOR agrees to abide by requirements made by the State relative to the specific program to be provided with these funds. They are as follows:

1. Services must address the homeless mentally disabled both in areas of the city and in remote, more rural areas; services must be available to this population countywide.
2. The funds appropriated here must supplement any other funding; these funds cannot supplant any existing services to the mentally disabled who are homeless or at risk of becoming homeless.
3. All services must be made available on a voluntary basis.

**B. Case Services Fund**

The purpose of the Case Services Fund is to enable and facilitate the stabilization of individuals in the community in the least restrictive level of care/treatment possible. Funds may be requested by COUNTY MOST Team members for clinical needs deemed consistent with the purpose of this fund. Examples of appropriate expenditures include:

1. Emergency respite stays in a local motel to diffuse an escalating circumstance that, in the assessment of the staff involved, might otherwise result in hospitalization;
2. Emergency food and supplies to stabilize living situation or teach critical skills;
3. Clothes on an emergency basis or for a specific urgent need;
4. Transportation for access to services where the provision of transportation resources is deemed by the MOST staff to be contributory to the stability of the individual in the community; or
5. Enrollment fees for therapeutic activities.

Case Services Funds will be made in the form of a check, payable to the vendor of services. For reimbursement, receipts must be submitted by MOST staff and attached to the request for reimbursement with documentation of approval by the MOST supervisor. There will be

## **Exhibit C, 1999-2000**

no minimum or maximum case service amounts. The COUNTY will provide CONTRACTOR with a list of MOST Team authorized personnel who will have access to this service for their clients. The list will include those staff with the authority to authorize case service funds.

### CONTRACTOR shall:

1. Require a completed Case Services Fund Check Request.
2. Release checks to authorized personnel and vendors only for case service activities.
3. Submit a monthly cumulative cash flow summary by team to contract monitor including Beginning Case Services Fund Balance, Total Paid Out, Total Fund Reimbursements, Total Earned Interest, the Ending Balance, and a list of vendor's payments and staff reimbursed for specific case(s).
4. CONTRACTOR will develop procedures for administering the Case Services Fund. These procedures will be subject to review by COUNTY Mental Health contract monitor. All Case Services Fund applications will have final approval by the COUNTY administrator or his/her designee. No fund checks will be drawn without the COUNTY administrator or designee's signature appearing on the Case Services Fund Advance Check Form.
5. CONTRACTOR agrees to make Case Services Funds available to COUNTY MOST Team members for purposes stated in this Agreement.

## **II. Medi-Cal Administrative Activities**

In addition to the services described above, CONTRACTOR service provision shall include, but not be limited to, some or all of the following Medi-Cal Administrative Activities related to indirect patient care (as referenced in the COUNTY'S MENTAL Health MAA Plan): Utilization Review/Quality Improvement (7 1 1), Medi-Cal Eligibility Intake/Benefit Assistance (715), Medi-Cal Outreach (717), Referral in Crisis Situations (713), Case Management of Non-Open Cases (7 1 S), General Administration (72 1) Day Program Support (741), Residential Support (75 1), Clinical Availability (761), Medi-Cal Contract Administration (724), MAA Related Training (7 19), General Mental Health Outreach (7 16) and Paid Time Off (73 1).

## **III. Method of Payment**

- a. Upon receipt of monthly claim documenting the actual cost of Loan and Case Service Funds and check disbursement activity, COUNTY shall reimburse CONTRACTOR in

monthly payments.

- b. Cost of services rendered for the case services fund and check processing services shall be reimbursed based on actual costs up to the maximum amount of contract, whichever is less, at the end of the contract year. CONTRACTOR shall remit any unearned funds to the COUNTY at the time CONTRACTOR submits cost report.

S: 99-00 Contracts  
028-03 Scope Part C (Revolving Loan & Case Services Fund for MOST 99-00)  
1/19/00

LEGAL ENTITY: Santa Cruz Community Counseling Center  
 PROGRAM NAME: Loan/Case Funds, Financial Svcs  
 INDEX NUMBER: 363173

FISCAL YEAR: 1999/2000  
 CONTRACT #: 3090018-O3  
 DATE: 2/1/00

SANTA CRUZ COUNTY  
 COMMUNITY MENTAL HEALTH  
 SERVICE AGREEMENT BUDGET  
 EXHIBIT 3

PROGRAM COMPONENT	20,000	20,000							
PROVIDER #									
MODE									
SERVICE FUNCTION									
CONTRACTOR'S COSTS									
REVENUES									
GRANTS									
PATIENT FEES									
PATIENT INSURANCE									
OTHER									
TOTAL REVENUES									
NET CONTRACT AMOUNT	20,000	20,000							

FUNDING SOURCES									
MEDICAL (FFP & MATCH)									
MAC (FFP & MATCH)									
MEDICARE									
REALIGNMENT/COUNTY									
OTHER									
TOTAL FUNDING SOURCES	20,000	20,000							

UNIT COST CALCULATION									
CONTRACTOR'S COSTS	20,000	20,000							
COUNTY'S DIRECT COSTS									
TOTAL DIRECT COSTS	20,000	20,000							
UNITS OF SERVICE									
COST PER UNIT - TOTAL									
CONTRACT COST PER UNIT									
COUNTY COST PER UNIT									

CONTRACTOR'S COSTS	20,000	20,000							
COUNTY'S DIRECT COSTS									
TOTAL DIRECT COSTS	20,000	20,000							
UNITS OF SERVICE									
COST PER UNIT - TOTAL									
CONTRACT COST PER UNIT									
COUNTY COST PER UNIT									

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

PROGRAM COMPONENT  
 PROVIDER #  
 MODE  
 SERVICE FUNCTION  
 CONTRACTOR'S COSTS  
 REVENUES  
 GRANTS  
 PATIENT FEES  
 PATIENT INSURANCE  
 OTHER  
 TOTAL REVENUES  
 NET CONTRACT AMOUNT  
 FUNDING SOURCES  
 MEDICAL (FFP & MATCH)  
 MAC (FFP & MATCH)  
 MEDICARE  
 REALIGNMENT/COUNTY  
 OTHER  
 TOTAL FUNDING SOURCES

The COUNTY agrees to reimburse CONTRACTOR actual costs up to the maximum shown in Net Contract Amount by type of service.

CONTRACT UNITS	N/A	N/A	N/A			
CONTRACT MEDICAL UNITS						
CONTRACT INDIGENT UNITS						
CONTRACT OTHER UNITS						



COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0322

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

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)  
Rana Chalse (ag) (Signature) 2/22/00 e )

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 Food & Nutrition Services 236 Santa Cruz Ave. Aptos, CA 95003 (Name & Address)

2. The agreement will provide respite services to Seriously Emotional Disturbed children and their families.

3. The agreement is needed to provide the above.

4. Period of the agreement is from February 1, 2000 to June 30, 2000

5. Anticipated cost is \$ 10,000 through June 30, 2000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Auditor: This is a new contract to be added to the 1999-2000 Continuing Agreements List.

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

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

Appropriations are available and have been encumbered. Contract No. COSTBD 92046 Date 2/24/00  
are not will be

GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Silva 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).

Remarks: \_\_\_\_\_ (Analyst) BY [Signature] County Administrative Officer Date 2/24/00

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.



State of California )  
County of Santa Cruz ) ss  
\_\_\_\_\_, ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
Slate 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



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 0323

Hereinafter called COUNTY and:

**FOOD AND NUTRITION SERVICES**  
 236 Santa Cruz Avenue  
 Aptos, California 95003  
 (831) 688-8840

hereinafter called CONTRACTOR for: Respite Program services.

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

WHEREAS pursuant to the provisions of California Government Code, Section 31000, 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:

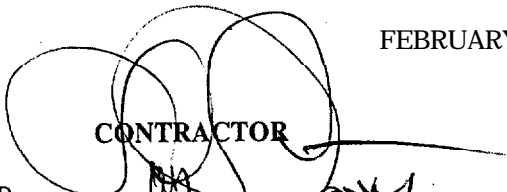
<u>TITLE</u>	<u>EXHIBIT</u>
Standard Mental Health Provisions	A
Standard County/Agency Provisions	B
Scope of Services and Budget	C
Revisions	E

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:

**FEBRUARY 1, 2000 through June 30, 2000**

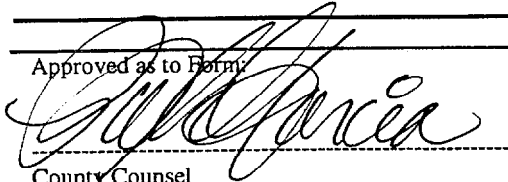
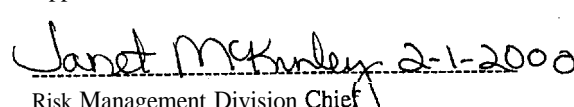
**CONTRACTOR**



By: \_\_\_\_\_  
 Naney Sherrod  
 EXECUTIVE DIRECTOR

**COUNTY**

By: \_\_\_\_\_  
 Rama Khalsa, Ph.D.  
 HEALTH SERVICES ADMINSTRATOR

<p>Approved as to Form</p>  <p>County Counsel</p> <p>Approved as to Insurances:</p>  <p>Janet McKinley 2-1-2000                  Risk Management Division Chief</p> <p>Distribution:                  County Administrative Officer                  County Counsel                  Auditor-Controller                  Health Services Agency                  Community Mental Health                  Contractor</p>	<p>Index # 363114</p> <p>Subobject # 3665</p> <p>Contract # CO9TBD</p> <p>Amount \$10,000</p> <p>(Reserved for Clerk of the Board of Supervisors posting of minute order citation)</p>
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**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 95061-0962, Attention: Director of Mental Health.

**3. PROVISION OF SERVICES:**

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

b. The COUNTY Director of Mental Health or his/her staff shall specify in writing the kind, quality and amount of service which shall be provided to each eligible patient/client under

**Exhibit A, 1999-2000**

this Agreement. Said service to be mutually agreed upon and fall within parameters of this Agreement.

c. CONTRACTOR agrees to provide services to program clients throughout the period of this Agreement.

d. As part of the State required Quality Assurance and Improvement Plan, CONTRACTOR shall develop a complaint and grievance process for use by clients and family members to express concerns about access to and/or quality of care. This process shall be in writing and available to the public. As part of this process, CONTRACTOR shall maintain a complaint log and provide an annual report on numbers and types of complaints, outcomes of the complaints, and system issues causing problems for patients.

e. Managed Care requires that each provider who delivers client services monitor its success helping clients avoid re-hospitalizations. Each CONTRACTOR shall develop and submit a monthly report to Mental Health Administration. This report shall include the names of clients enrolled in the program and a highlighting of clients admitted to the hospital in the prior calendar month. CONTRACTORS may obtain assistance from Mental Health Administration on how to gather the necessary data to be in compliance with this requirement.

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

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

**4. CONFORMANCE TO CR/DC:**

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

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

b. Notice of Complaint Process. CONTRACTOR shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of service are

**Exhibit A, 1999-2000**

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 and shall thereupon act as custodian of such records for CONTRACTOR. CONTRACTOR shall be permitted access to and have a right to make copies of such records at any time. COUNTY agrees to maintain such records for such period as may be required by Title 22 of the California Code of Regulations. COUNTY agrees that such custody will conform to applicable confidentiality provisions of State and Federal law.

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

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

**6. PAYMENT OF CLAIMS:**

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

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

**7. FULL COMPENSATION:**

Pending any cost report adjustment, each claim so approved and paid shall constitute full and

**Exhibit A, 1999-2000**

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 in the exercise of its reasonable judgement.

**10. BUDGET CONTROL:**

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

**11. COST REPORT:**

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

**12. PRODUCTIVITY:**

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

productivity standards and a method of monitoring those standards to the COUNTY Administrator.

**13. QUALITY IMPROVEMENT PARTICIPATION:**

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

**15. REPORTABLE INCIDENTS**

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

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

**COUNTY OF SANTA CRUZ**

**EXHIBIT 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 (over 18), mental or physical disability, national origin, medical condition (cancer related), gender, pregnancy, or sexual orientation and that no one will be refused services because of inability to pay for services.

a. Nondiscrimination in Services, Benefits and Facilities. There shall be no discrimination in the provision of services because of race, color, religion, age (over 18) , mental or physical disability, national origin, medical condition (cancer related), gender, pregnancy, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 rules and regulations promulgated pursuant thereto, or as otherwise provided on the grounds of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this contract; subjecting a person to segregation or separate treatment in any matter related to his receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the 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, mental or physical 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 (over 18), race, color, creed, religion, national origin, ancestry, mental or physical 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, mental or physical disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 18), veteran status, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY 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 services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by State and COUNTY requirements. CONTRACTOR

agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.

16. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.
17. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
18. **EVALUATION/RESEARCH.** Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.
19. **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.

CONTRACTOR must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit be conducted annually if federal funds exceed \$300,000. A copy of the A-133 audit shall be submitted to COUNTY no later than eight (8) months following the end of the fiscal year being audited.

30. **WITHHOLDING OF PAYMENT.** COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.
31. **DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS.** CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit, performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exception by the COUNTY, State or Federal audit agency.

**32. OVERPAYMENTS.** Over payments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination. Over payments held in excess of thirty days shall be subject to a penalty charge of a flat twelve (12) percent per annum.

**33. INSURANCE.**

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

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

**(1) Types of Insurance and Minimum Limits**

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

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

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

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

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

**(2) Other Insurance Provisions**

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

policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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

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

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

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

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

#### **34. SAFETY AND INFECTION CONTROL.**

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

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

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

**Exhibit C, 1999-2000****EXHIBIT C -- Scope of Service and Budget**

## Food and Nutrition Services

**PART C**

Provider: Food and Nutrition Services  
Provider No.: N/A  
Program: **Food and Nutrition Services/Respite Program**  
Program Address: 236 Santa Cruz Avenue, Aptos, CA 95003  
Provider Telephone: (831) 688-8840

**1.0 PROGRAM INTENT**

1.1 Primary Task: Santa Cruz County Children's Mental Health System of Care offers a wide array of services to Seriously Emotional Disturbed children and their families to improve their functioning and to prevent out-of-home placement when appropriate. The Respite Program offered by Food and Nutrition Services is an important part of this continuum of care. Respite workers help families meet the needs of children with serious emotional disturbances who are receiving services from Community Mental Health Children's Program by providing planned respite services.

The goals of the Respite Program are:

- a. To prevent out-of-home placement of children who are receiving services through Santa Cruz County Children's Mental Health by providing respite services to families who are in crisis and could benefit from this service.
- b. To provide respite services to Children's Mental Health families who need additional support but who are not at risk of out-of-home placement.

1.2 Description of Services: The Respite Program will be implemented by using a collaborative partnership between Food and Nutrition Services, Santa Cruz County Children's Mental Health and the Parent Partnership Program. Following is a description of the roles and responsibilities of each of the partners:

- a. **Food and Nutrition Services:**
  1. Food and Nutrition Services will be responsible for recruitment, training, scheduling and outreach of respite workers.
  2. Food and Nutrition Services will coordinate and pay for the security check process for all respite workers.
  3. Food and Nutrition Services will monitor family contacts.



4. Food and Nutrition Services will respond to urgent needs/requests of respite workers or families.
5. Food and Nutrition Services will process all respite worker timecards and paychecks.
6. Food and Nutrition Services will fax one time per month the balance of each scholarship family account to the Parent Partnership representative.
7. Food and Nutrition Services will notify Children's Mental Health when the respite worker funds reach \$500 remaining balance in the contract. This will allow ample time to augment the contract and insure uninterrupted respite services.

**b. Children's Mental Health:**

1. Children's Mental Health will provide two four-hour trainings to respite workers focusing on how to work with mental health clients. This training will be mandatory for all respite workers prior to being assigned to Children's Mental Health families.
2. Children's Mental Health will provide group supervision/training one time per month for respite workers who are working with Children's Mental Health families.
3. Children's Mental Health will be available for clinical consultation and support to respite workers to discuss issues that arise in the course of providing respite services. respite workers wanting consultation will first contact the Parent Partnership representative who will screen and triage all calls. If the call is administrative rather than clinical in nature, the Parent Partnership representative will direct the call to Sara Wood-Smith at Food and Nutrition Services.
4. Children's Mental Health will provide requested recreation/therapy supplies to respite workers to use in the course of providing respite to our Children's Mental Health families.

**c. Parent Partnership Program:**

1. Parent Partnership Program will provide information and referral of our Children's Mental Health families to the Respite Program administered by Food and Nutrition Services.
2. Parent Partnership Program will do a preliminary matching of the family and a respite worker.
3. Parent Partnership Program will check in with each family who is receiving respite to monitor satisfaction.
4. Parent Partnership Program will authorize up to \$360 per scholarship per family; maximum of three times per year. Parent Partnership Program will fax the amount of each scholarship and authorization to Food and Nutrition Services.

1.3 Description of Client Population: Children/Youth receiving services from Community Mental Health Children's Program and their family members

**Exhibit C, 1999-2000**

1.4 Staffing: Staffing shall be comprised of a percentage of program coordinator time, as well as access to trained respite workers cleared through Trustline security checks.

**2.0 SYSTEM INTENT**

2.1 Geographic Areas Served: County of Santa Cruz

2.2 Quality Assurance Program: N/A

2.3 Organizational Structure: N/A

2.4 Internal System Affiliations: N/A

2.5 External System Affiliations: N/A

2.6 Special System Intent: N/A

2.7 Fair Hearing Practice: N/A

**3.0 METHOD OF PAYMENT**

- a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-County programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
- b . COUNTY agrees to provide CONTRACTOR with monthly advances in 1999-2000 equal to 1/5th per month of the contract amount.
- c. At the end of April, CONTRACTOR shall submit a statement of actual expenses incurred. If CONTRACTOR has provided 90% or more of the quarterly costs budgeted in Exhibit C, COUNTY will make full payment on the next 1/5th claim submitted by CONTRACTOR; if CONTRACTOR does not show 90% of budgeted costs, COUNTY will reduce CONTRACTOR'S next claim by that amount.

If, in subsequent quarters of the fiscal year, CONTRACTOR shows total year-to-date costs in excess of 90% of year-to-date budgeted costs, COUNTY will restore previously subtracted amounts on the next claim.

## Exhibit C, 1999-2000

COUNTY OF SANTA CRUZ  
**EXHIBIT C – CONTRACT BUDGET**  
 Food and Nutrition Services

February 1, 2000 – June 30, 2000	
RESPITE PROGRAM BUDGET CATEGORIES	TOTAL
Program Coordination Recruitment, scheduling, outreach	\$2,493
Workers Average reimbursement: \$1 O/hour 429 hours	4,293
Worker Security Checks	744
Training	600
Supplies, mailings	500
Grantee allocated 13.7%	1,370
<b>TOTAL RESPITE PROGRAM BUDGET</b>	<b>\$10,000</b>

**COUNTY OF SANTA CRUZ**

**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).

<input checked="" type="checkbox"/>	There are <u>no</u> revised paragraphs in this Agreement
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<input type="checkbox"/>	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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