



HEALTH SERVICES AGENCY  
ADMINISTRATION

# COUNTY OF SANTA CRUZ

## 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

April 12, 2000

AGENDA: May 2, 2000

### BOARD OF SUPERVISORS

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

RE: Approval of an Amended Revenue Agreement with the County of Monterey for the Provision of Mental Health Services

Dear Board Members:

For the past ten years, Santa Cruz County Mental Health has provided medication support services to Monterey County residents residing in the Pajaro – Las Lomas area. This population does not typically access Salinas based Monterey County services due to transportation issues. In addition, this population has a history of frequently moving between Monterey and Santa Cruz counties. For these reasons, Monterey and Santa Cruz counties elected to have basic medication support services delivered at the Watsonville mental health clinic. Monterey County reimburses Santa Cruz County via Revenue Agreement R-307 for those services. Monterey County directly delivers any other services needed by these residents.

In addition to the above services, Santa Cruz County Mental Health has delivered school based Special Education Program treatment services to children, aged 3-21, with serious emotional and behavior disorders, who are Monterey County residents enrolled in the Pajaro Valley School District. In past years, Monterey County reimbursed Santa Cruz County via a purchase order for these services. Monterey County now wishes to include these services in the Revenue Agreement between our counties.

Finally, Monterey County utilized some vacant slots in the Palomares youth dual-diagnosed day treatment program opened earlier this year. This attached Agreement provides reimbursement to Santa Cruz County for the use of those slots.

HSA Mental Health included revenues for the above services in the budget approved by your Board.

It is, therefore, RECOMMENDED that your Board:

0188

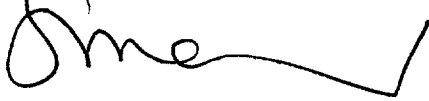
1. Approve the attached revenue agreement with the County of Monterey (R-307) and authorize the Health Services Administrator to sign.

Sincerely,



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

RECOMMENDED:



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Susan Mauriello  
County Administrative Officer

RK:GK  
Attachments

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

# COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0189

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

FROM: HEALTH SERVICES AGENCY (Dept.)  
Ran Kline (Signature) 4/19/00 (Date)

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

1. Said agreement is between the County of Santa Cruz (Community Mental Health') (Agency)  
and County of Monterey, 1270 Natividad Rd, Salinas, CA 93906 (Name & Address)
2. The agreement will provide an amendment to Revenue Agreement R-307, for the provision of  
Santa Cruz County Mental Health Services to Monterey County residents.
3. The agreement is needed to provide the above.
4. Period of the agreement is from July 1, 1999 to June 30, 2000
5. Anticipated cost is \$ N/A (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Amendment to existing Revenue Agreement
7. Appropriations are budgeted in N/A (Index#) N / A (Subobject)

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

Appropriations ~~are~~ available and ~~have been~~ encumbered. Contract No. R-307 Date 4/20/00  
NA GARY A. KNUTSON, Auditor - Controller  
By Linda Chon Deputy.

Proposed 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: ES (Analyst) By EL Schuy County Administrative Officer Date 4/21/00

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.

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

29

COUNTY OF MONTEREY  
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: \_\_\_\_\_

COUNTY Department Contract Representative:  
Robert J. Melton, M.D., M.P.H.  
Director of Health  
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California hereinafter referred to as "COUNTY", and the COUNTY OF SANTA CRUZ, hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR will provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code sections 5600 et seq.), Part 2.5 of Division 5 of the California Welfare and Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all federal and state rules and regulations pertaining to the provision of Medi-Cal services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**I. SERVICES TO BE PROVIDED**

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: Short-DoyLe/Medi-Cal community based day and outpatient services for youths and outpatient services for adults.

**H. EXHIBITS**

The following exhibits are attached and incorporated by reference as a part of this Agreement:

EXHIBIT A: PROGRAM DESCRIPTION

EXHIBIT B: BILLING AND PAYMENT PROVISIONS

EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION

EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE  
REHABILITATION ACT OF 1973, AS AMENDED

# **HI. PAYMENT BY COUNTY**

- A Payment shall be made pursuant to the terms and conditions set forth in Exhibit B attached hereto and by this reference made a part hereof.
- B CONTRACTOR shall hold harmless the State of California and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

# **IV. TERM AND TERMINATION**

- A Term. This Agreement shall be effective July 1, 1999 and shall remain in effect until June 30, 2000. The parties may mutually consent to extend this Agreement beyond the initial termination date on a month-to-month basis for an extended period not to exceed three months. Under no circumstance shall this Agreement be in effect for a period exceeding three years from the date of inception.
- B Termination without Cause. Either party may terminate this Agreement at any time by serving thirty (30) days written notice upon the other party. The notice shall state the effective date of and the reason for the termination.
- C Termination with Cause. COUNTY may cancel and terminate this Agreement for good cause immediately upon written notice to CONTRACTOR. "Good cause" includes, but is not limited to, failure of CONTRACTOR to perform a material requirement of the Agreement. "Good cause" shall also include CONTRACTOR's failure to implement corrective action in a timely fashion pursuant to section IX of this Agreement.
- D Reduction and/or Termination of Government Funding. Notwithstanding any other provision of this Agreement, if the state or federal government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, then COUNTY may, after consultation with the CONTRACTOR elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, it is mutually agreed that the Agreement shall be amended to reflect any reduction in **funding**.
- E Survival of Obligations after Termination. Upon termination of this Agreement, COUNTY will no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated; except that the following obligations shall survive termination:
  - 1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients then receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;
  - 2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR will continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination as provided above, except that COUNTY's post-termination payment obligations shall not exceed ten percent (10%) of the maximum amount payable to the CONTRACTOR under this Agreement as specified in Exhibit B;
4. CONTRACTOR will continue to remain obligated with respect to the confidentiality and auditing requirements of this Agreement.

## V. COMPLIANCE WITH APPLICABLE LAW AND TERMS OF GRANT

- A Compliance with Law. In providing services under this Agreement, CONTRACTOR shall comply with all applicable laws, regulations, and administrative requirements adopted by federal, state, and local governments including, but not limited to, Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and **Short-Doyle/Medi-Cal** policies as identified in Department of Mental Health letters and in the Cost Reporting/Data Collection (CR/DC) Manual. In addition, if CONTRACTOR is providing Medi-Cal services pursuant to this Agreement, CONTRACTOR shall comply with Title XIX of the Social Security Act, and all other applicable federal laws, regulations and guidelines pertaining to federally **funded** mental health programs, including all requirements necessary for **Medicaid/Medi-Cal** reimbursement for mental health treatment services.
- B Compliance with Terms of State and/or Federal Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the state and/or federal government in which the COUNTY is the grantee, CONTRACTOR will comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a subgrantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY will deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

## VI. LICENSURE AND STAFFING REQUIREMENTS

- A Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the Business and Professions Code, the Welfare and Institutions Code, and all other applicable law for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and state certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

- B **Staffing.** CONTRACTOR shall ensure that all personnel, including any subcontractors performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

## **VII. PATIENT RIGHTS**

- A CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in Welfare and Institutions Code, Division 5, Part 1, sections 5325 et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860 et seq.).
- B As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals.

## **VIII. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION**

- A CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all state and federal requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. CONTRACTOR shall retain clinical records for a minimum of seven (7) years and, in the case of minors, for at least one year after the minor has reached the age of majority, but for a period of no less than seven years.
- B CONTRACTOR shall comply with the confidentiality requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

## **IX. CONTRACT MONITORING AND QUALITY CONTROL**

- A The State Department of Mental Health, COUNTY, and other appropriate state and federal agencies shall have the right to inspect and evaluate the quality, appropriateness and timelines of services performed under this Agreement.
- B The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY's Quality Improvement (QI) Plan.
- C CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement.

CONTRACTOR shall furnish all required data and reports in compliance with State Department of Mental Health Client and Service Information System (CSI). Units of time reporting, as stipulated in the Cost Reporting/Data Collection (CR/DC) manual, are subject to special review and audit.

- D If the COUNTY discovers any practice, procedure, or policy of the CONTRACTOR which deviates from the requirements of this Agreement, violates federal or state law, threatens the success of the program carried on pursuant to this Agreement, jeopardizes the fiscal integrity of such program, or compromises the health or safety of recipients of service, the COUNTY may require corrective action, withhold payment in whole or in part, or terminate this Agreement immediately. If COUNTY notifies CONTRACTOR that corrective action is required, CONTRACTOR shall initiate and correct any and all discrepancies, violations or deficiencies to the satisfaction of the COUNTY within thirty (30) days, unless the COUNTY notifies the CONTRACTOR that it is necessary to make corrections at an earlier date in order to protect the health and safety of recipients of service.
- E If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

#### **X. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE**

- A Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR's employees or agents who were involved with the incident; (3) the names of COUNTY employees, if any, involved with the incident; and (4) a detailed description of the incident.
- B Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, Penal Code sections 11164 et seq. CONTRACTOR shall require that all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements.
- C Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (Welfare and Institutions Code sections 15600 Code et seq.). CONTRACTOR shall require that all of its employees, consultants, and agents performing services under this



Agreement who are mandated reporters under the Act sign statements indicating that they know of and will comply with the Act's reporting requirements.

## XI. INDEMNIFICATION

- A The COUNTY shall defend, indemnify, and hold harmless the CONTRACTOR, its **officers**, employees, and agents **from** and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims are caused by or result from the negligent or intentional acts or omissions of the COUNTY, its officers, employees, or agents.
- B The CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims are caused by or result from the negligent or intentional acts or omissions of the CONTRACTOR, its officers, employees, subcontractors, or agents.

## XII. INSURANCE

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance or **self**-insurance with the following minimum limits of liability:

- A Commercial general liability including, but not limited to, premises, personal injuries, products, and completed operations, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence; and
- B Automobile liability covering all motor vehicles, including owned, leased, **non**-owned, and hired vehicles used in providing services under this Agreement, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence; and
- C Workers' compensation insurance in accordance with California Labor Code section 3700 with a minimum of one hundred thousand **dollars(\$100,000)** per occurrence for employer's liability; and
- D Professional liability insurance in the amount of not less than one million dollars **(\$1,000,000)** per claim and three million dollars **(\$3,000,000)** in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least five (5) years following the expiration or earlier

termination of this Agreement.

E General Insurance Requirements.

1. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and authorized by law to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two years following the date CONTRACTOR completed its performance of services under this Agreement.
2. Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) days in advance of change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.
3. Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.
4. Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the County Risk Management and with Robert C. Egnew, Behavioral Health Director, 1270 Natividad Road, Salinas, CA 93906, showing that CONTRACTOR has in effect the insurance required by this Agreement. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way **modify** or change the indemnification clauses in the Agreement, which shall continue in full force and effect.

### **XIII. ANNUAL COST REPORT**

- A Submission of Year-End Cost Report. For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide to the COUNTY one original and one copy of an annual cost report within ninety (90) days following the close of each fiscal year. Such reports shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by the COUNTY.
- B Submission of Cost Report Upon Early Termination. If this Agreement is terminated or canceled prior to June 30<sup>th</sup> of any year, CONTRACTOR shall prepare a cost report for the Agreement period which ends on the termination or

cancellation date, and shall submit two copies of that report to the COUNTY within sixty (60) days after the termination or cancellation date.

- C Reimbursement for Medi-Cal Services. If CONTRACTOR is seeking reimbursement for Medi-Cal services provided pursuant to this Agreement, reimbursement for such services shall be based upon the lower of the actual cost of providing those services as determined by the cost report or CONTRACTOR's usual and customary charges for such services. No amount of reimbursement for Medi-Cal services shall exceed the Schedule of Maximum Allowance (SMA) as established annually by the State Department of Mental Health for Short-Doyle/Medi-Cal Services.
- D Reimbursement by Contractor of Overpayment of Medi-Cal Costs. If, as a result of the cost report, a discrepancy is found between the total allowable Medi-Cal costs paid to the CONTRACTOR and the total allowable Medi-Cal costs that should have been reported, the CONTRACTOR shall reimburse the amount of the overpayment in a single payment to the COUNTY within (30) days after the COUNTY notifies the CONTRACTOR of the interim settlement with the State of California. As an alternative or supplemental remedy, the COUNTY may elect to recover all or part of the overpayment by means of an offset against any payments then or thereafter owing to the CONTRACTOR by the COUNTY under this or any other contract.

#### **XIV. ACCESS TO AND AUDIT OF RECORDS**

- A Maintenance of Records. CONTRACTOR shall maintain records indicating the nature and extent of all services performed and all payments received under this Agreement for a period of five (5) years after completion of all services pursuant to this Agreement or until all disputes, claims, litigation, or audits have been resolved, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted standards and applicable law. Government Code sec. 8546.7 makes any expenditure of public funds over \$10,000 subject to the examination and audit of the State Auditor for a period of three (3) years **after final** payment under the Agreement.
- B Right to Inspect Records. The COUNTY, State Department of Mental Health, the Comptroller General of the United States, the U.S. Department of Health and Human Services, and other authorized federal and state agencies shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.
- C Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than sixty (60) days after the final audit settlement, or at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment owed to CONTRACTOR under this or any other Agreement.

- D Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any state or federal agency resulting from an audit of CONTRACTOR's performance of this Agreement, or actions by CONTRACTOR., its officers, agents, and employees shall be the sole responsibility of the CONTRACTOR
- E Availability of Records for Grievances and Complaints by Recipients of Service. CONTRACTOR shall ensure the availability of records for the prompt handling of grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.
- F Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law.

x v . **NON-DISCRIMINATION**

- A Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, national origin, ancestry, mental or physical handicap, medical condition, marital status, age (over 40), sex, or sexual preference, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR's facility access for the disabled shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- B Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ('Procedures for Investigation and Resolution of Discrimination Complaints'); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual preference, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free of discrimination, as required by Chapter 2.80. Complaints

of discrimination made by recipients of services against CONTRACTOR may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, sections 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code sec. 12900 et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, **secs.** 7285 et seq.;
3. Govt. Code **secs.** 11135-1 1139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. **Secs.** 2000(d) et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. sec. 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. **secs.** 12101 et seq., and 47 U.S.C. **Secs.** 225 and 611, and any federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code sec. 51 et seq.
8. Government Code section 12900 (A-F) **and** California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E Written Assurance. Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as **may** be required by the federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. sec. 84.5 or other applicable state or federal regulations.

- F Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies. Such statement shall be consistent with the terms of this Agreement and shall be available to employees, recipients of services, and members of the public upon request.
- G Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any state agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I Binding on Subcontractors. The provisions above shall also apply to all CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions above in all subcontracts to perform work or provide services under this Agreement.

## **XVI. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY**

- A CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by Department of Mental Health regulations and policies and other applicable laws. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.
- B CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by Department of Mental Health regulations and policies and other applicable law. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, **friends**, or neighbors may be used as interpreters only in emergency situations.
- C For the purposes of this Section, access is defined as the availability of medically necessary mental health services in a manner that promotes, provides the opportunity and facilitates their use.

## **XVII. DRUG FREE WORKPLACE**

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., to provide a drug-free workplace by doing all of the following:

- A Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibitions.
- B Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person's or organization's policy of maintaining a **drug-free** workplace;
  - 3. Any available drug counseling, rehabilitation, and employees assistance **programs**;
  - 4. The penalties that may be imposed upon employees for drug abuse violations;
  - 5. Requiring that each employee engaged in the performance of the Agreement or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

## **XVIII. INDEPENDENT CONTRACTOR**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive **from** COUNTY any form of employee benefits including, but not limited to, sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless **from** any liability COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

## **XIX. SUBCONTRACTING**

CONTRACTOR may not subcontract any services under this Agreement without COUNTY's prior written authorization. At any time, COUNTY may require a complete

listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all COUNTY requirements, state requirements, and applicable law. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractors and persons either directly or indirectly employed by them.

X X . **GENERAL PROVISIONS**

- A Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B ~~Waiver~~. A waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- C Assignment. This Agreement shall not be assigned by CONTRACTOR, either in whole or in part, without the prior written consent of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement.
- D Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's **officers**, agents, and **employees** acting on CONTRACTOR's behalf in the performance of this Agreement.
- E Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- F Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- G Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- H Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.
- I Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- J Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- K Construction of Agreement. The parties agree that each party has fully



participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

- L Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement will remain in full force and effect.
- M Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- N Supersession. This Agreement supersedes all prior agreements between the parties, including any authorized extensions or amendments.
- O Designated Liaisons. Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY

Behavioral Health Director  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4509

CONTRACTOR

County of Santa Cruz  
Health Services Agency  
1400 Emeline Ave.  
Santa Cruz, CA 95061  
(831) 454-4900

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have executed this Agreement as of the day and year written above.

<b>COUNTY OF MONTEREY</b>	<b>CONTRACTOR</b>
	County of Santa Cruz
By: _____ Director of Health (or Purchasing, under \$25,000)	By _____ Contractor's Business Name
Dated: _____	By: Dated _____ (Signature of Chair, President or Vice President)*
<b>APPROVED AS TO FORM</b>	
By: <u>Yvonne Fisher, Deputy</u> County Counsel	By: <u>P. Garcia, Assistant</u> Name and Title County Counsel
Dated: <u>2/3/2000</u>	Dated: _____
<b>APPROVED AS TO FISCAL</b>	
By: <u>Nicholas C Balbo</u> Auditor-Controller	By: _____ (Signature of Secretary, Assistant Secretary, CFO, or Assistant Treasurer)*
Dated: <u>2/6/00</u>	Dated _____
<b>APPROVED AS TO RISK</b>	Name and Title
By: <u>[Signature]</u> Risk Management (or Dir. Of Health, under \$25,000)	By: <u>[Signature]</u> Risk Management
Dated: <u>2-7-00</u>	Dated: <u>3-30-2000</u>
<b>APPROVED AS TO CONTENT</b>	
By: _____ Behavioral Health Director	By: <u>[Signature]</u> Mental Health Director
Dated: _____	Dated: <u>4/10/00</u>

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**EXHIBIT A:**  
**PROGRAM DESCRIPTIONS**

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**GENERAL PROGRAM PROVISIONS**

**I. IDENTIFICATION OF PROVIDER**

County of Santa Cruz  
 Health Services Agency  
 1400 Emeline Ave  
 Santa Cruz, Ca 95060  
 83 1.454.4900

**H. INCORPORATION STATUS/TYPE OF FACILITY LICENSE**  
 County Government

**PROGRAM I - DUAL DIAGNOSIS PROGRAM**

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**I. PROGRAM NARRATIVE**

CONTRACTOR will provide a community based day and outpatient services designed to treat individuals with a coexisting mental health and substance abuse diagnosis.

**H. PROGRAM GOALS**

To reduce the occurrence of antisocial behavior by treating substance abuse dependence/disorder and coexisting mental health conditions.

**HI. PROGRAM OBJECTIVES**

- A Reduce inappropriate behavior to a level that the youth can return home or to a lower level of care.
- B Help youth develop age appropriate potential and functionality within the youth's community.
- C Improve academic achievement.

**Iv. TREATMENT SERVICES**

- A Modes of service: day services and outpatient services
- B Contracted units of service by type and mode:
  - 1. 611 client full day rehabilitation services
  - 2. 840 staff minutes for medication support services
  - 3. 840 staff minutes for case management/brokerage services.
- C Delivery Site: 8 10 Calabassas Rd., Watsonville, CA 95076
- D Hours of operation: Sunday through Saturday, 8:00 AM to 5:00 PM

**V. POPULATION/CATCHMENT AREA TO BE SERVED**

All youth who are Monterey County Residents

**VI. ELIGIBILITY**

Monterey County youth that are full scope Medi-Cal eligible and have been screened through the County Interagency Placement Committee. Undocumented youth require pre-authorization by the Behavioral Health Director of Monterey County.

**VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION**

Referrals for admission to this program will be initiated exclusively by the Mental Health Division Case Management staff after an initial screening. Screening criteria will be based on degree substance abuse dependence/disorder and emotional disturbance, a designated funding source and the inability to utilize a less restrictive placement. COUNTY will place clients through the County's Interagency Placement Committee. CONTRACTOR shall obtain space and a release from Santa Cruz County prior to and as a condition of placement.

Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Admission will be the sole authority of the CONTRACTOR.

**VIII. CLIENT DESCRIPTION/CHARACTERISTICS**

Boys ages 12 -18 with:

- A Serious emotional disturbance and substance abuse dependence/disorder as coexisting conditions; and
- B Axis I diagnosis indicating mental impairment or behavioral disturbance and substantial impairment in two of the following areas:
  - 1. Self care
  - 2. Family relationships
  - 3. Ability to function in the community
  - 4. School functioning.

**IX. LEGAL STATUS**

Voluntary or Juvenile dependents (W&I Code, 300 et seq.) or wards (W&I Code, 602 et seq.)

**X. COVERAGE**

Seven days a week for day rehabilitation services. Medication support services to be provided by appointment. Case management/brokerage services to be provided as deemed necessary by the CONTRACTOR.

**XI. DESIGNATED CONTRACT MONITOR**

Behavioral Health Children's Services Program Manager  
951 Blanco Circle, Suite B, Salinas, CA 93901, 831.772.8150

## **PROGRAM II - SPECIAL EDUCATION PROGRAM**

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### **I. PROGRAM NARRATIVE**

CONTRACTOR will provide a school based day and outpatient services designed to treat individuals who are qualified for mental health services under Title 1, Chapter 26.5 of the Government Code.

### **H. PROGRAM GOAL**

To reduce emotional and behavioral symptoms which impede the pupil from benefiting from educational services.

### **III. PROGRAM OBJECTIVES**

- A Reduce inappropriate behavior or emotions to a level that the youth function in less restrictive educational environment.
- B Help youth develop age appropriate potential and functionality within the education setting.
- C Improve academic achievement.

### **IV. TREATMENT SERVICES**

- A Modes of service: day services and outpatient services
- B Contracted units of service by type and mode:
  - 1. 820 client full day rehabilitation services
  - 2. 5760 staff minutes for mental health services
  - 3. 2880 staff minutes for medication support services
  - 4. 5760 staff minutes for case management/brokerage services.
- C Delivery Site: at sites to be determined by the CONTRACTOR
- D Hours of Operation: Monday through Friday, 8:00 AM to 5:00 PM. Five days a week for day rehabilitation services, 205 school days. Mental Health and Medication support services to be provided by appointment. Case management/brokerage services to be provided as deemed necessary by the CONTRACTOR.

### **V. POPULATION/CATCHMENT TO BE SERVED**

Monterey County residents who attend Santa Cruz County schools and must receive educational services through a Santa Cruz County school district.

### **VI. ELIGIBILITY**

Monterey County youth who are qualified for mental health services under Title 1, Chapter 26.5 of the Government Code and have an Individualized Education Plan (IEP) that specifies the need for joint mental health and education services.

### **VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION**

Referrals for admission to this program will be initiated exclusively by the Mental Health Division Case Management staff after the completion of an assessment and a joint IEP

team meeting with the Santa Cruz County school district and Santa Cruz County mental health personnel. The Contract Monitor must be notified of any program admissions.

Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Admission will be the sole authority of the CONTRACTOR. Services are limited to one year. Any extension requires an IEP meeting and notification of the Contract Monitor.

#### **VIII. CLIENT DESCRIPTION/CHARACTERISTICS**

Boys and girls ages: 3 -21 with behavioral or emotional characteristics that:

- A Are observed by qualified educational staff; and
- B Impede the youth from benefiting from education services; and
- C Are significant, as indicated by their rate of occurrence and intensity; and
- D Are associated with a condition that can not be described solely as a social maladjustment as demonstrated by deliberate noncompliance with accepted social rules, a demonstrated ability to control unacceptable behavior and the absence of a treatable mental disorder; and
- E Are associated with a condition that can not be described solely as temporary adjustment problem that can not be resolved with less than three months of school counseling.

#### **IX. LEGAL STATUS**

Voluntary or Juvenile dependents (W&I Code, 300 et seq.) or wards (W&I Code, 602 et seq.)

#### **X. COVERAGE**

Five days a week for day rehabilitation services. All other services will be scheduled on an as needed basis.

#### **XI. DESIGNATED CONTRACT MONITOR**

Behavioral Health Children's Services Program Manager  
951 Blanco Circle, Suite B, Salinas, CA 93901, 831.772.8150

### **PROGRAM III - MEDICATION SUPPORT PROGRAM**

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#### **I. PROGRAM NARRATIVE**

Santa Cruz County Mental Health will provide through its clinic in Watsonville, medication services to those Monterey County residents who live in the North County (Pajaro and Las Lomas) and who normally seek medical services in Watsonville.

#### **H. PROGRAM GOAL**

To provide medication evaluation and monitoring for adults who are residents of Northern Monterey County.

#### **HI. TREATMENT SERVICES**

- A Mode of service: outpatient services
- B Type of service: Medication evaluation and monitoring services

C Hours of Operation: Monday through Friday during scheduled clinic operation

**IV. POPULATION CATCHMENT AREA TO BE SERVED**

Residents north portion of Monterey County (Pajaro and Las Lomas) who meet the target population of the serious and persistently mentally ill.

**V. ELIGIBILITY**

Services are provided to Monterey County residents who meet target population guidelines.

**VI. LIMITATION OF SERVICE/PRIOR AUTHORIZATION**

North Monterey County residents who meet target population and request medication services. The length of treatment will be determined by the client's need subject to utilization review and peer review standards established by the Behavioral Health Division.

**VII. CLIENT DESCRIPTION/CHARACTERISTICS**

A Age range: Individuals over the age of 18 years

B Diagnosis: Schizophrenia, bi-polar disorder and other psychotic disorders

C Level of impairment: Varies

**VIII. LEGAL STATUS**

Must be a legal resident of Monterey County and be voluntary

**IX. COVERAGE**

Five days a week, Monday through Friday by appointment

**X. DESIGNATED CONTRACT MONITOR**

Behavioral Health Adult Services Program Manager  
320 Church Street, Salinas, CA 93901, 83 1.755-3250

**EXHIBIT B:**  
**PAYMENT PROVISIONS**

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**I. PAYMENT TYPE**

Cost Reimburse (CR) and Net Negotiated Amount (NNA)

**H. PAYMENT CONDITIONS**

- A In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as may be required by the County of Monterey, Department of Health, Behavioral Health Division. Specifically, CONTRACTOR shall submit its claims on a form acceptable to COUNTY so as to reach the Behavioral Health Division no later than the 30<sup>th</sup> day of the month following the quarter of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days **after** the completion of services.
- B COUNTY shall review and certify CONTRACTOR's claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The Auditor shall pay the claim in the amount certified by the COUNTY.
- C If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within 20 days after the CONTRACTOR's receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

**HI. PAYMENT RATE FOR PROGRAM I - DUAL DIAGNOSIS PROGRAM  
 AND PROGRAM II - SPECIAL EDUCATION PROGRAM**

- A Under the terms of this Agreement, COUNTY shall reimburse the CONTRACTOR for actual costs up to the State Maximum Allowance (SMA) less any Federal Financial Participation (FFP) dollars received for the services delivered. Payments for Program I - Dual Diagnosis Program and Program II - Special Education Program shall be subject to all provisions set forth in Section XIII of this Agreement.
- B The rate set forth in this Agreement shall be payment in full for services rendered under this Agreement, subject to third party liability and beneficiary (recipient of service) share of costs for specialty mental health services.



**IV. PAYMENT RATE FOR PROGRAM III - MEDICATION SUPPORT PROGRAM**

- A CONTRACTOR shall instruct individual patients who do not have Medi-Cal or who have Medi-Cal but whose medications are not in the Medi-Cal formulary to have these medications dispensed only at Horsnyders, 1433 Freedom Boulevard, Watsonville, CA, a contract pharmacy of Monterey County.
- B CONTRACTOR shall bill Medi-Cal for medication support services provided under this Agreement.
- C Subject to the limitations set forth herein the COUNTY shall pay CONTRACTOR the net negotiated amount of \$2,386.25 each quarter and be subject to the applicable Cost Report provisions within this Agreement.
- D The rate set forth in this Agreement shall be payment in full for services rendered under this Agreement, subject to third party liability and beneficiary (recipient of service) share of costs for specialty mental health services.

**V. MAXIMUM OBLIGATION OF COUNTY**

- A Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$159,616 for services rendered under this Agreement. In addition, COUNTY's liability is also limited under each program as listed below.

Maximum Agreement Liability for Program I - Dual Diagnosis Program

MAXIMUM PROGRAM AMOUNT	\$32,888
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Maximum Agreement Liability for Program II - Special Education Program

MAXIMUM PROGRAM AMOUNT	\$117,183
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Maximum Agreement Liability for Program III - Medication Support Program

MAXIMUM PROGRAM AMOUNT	\$9,545
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- B If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY's maximum liability under this Agreement.
- C If for any reason this Agreement is canceled, COUNTY's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

**EXHIBIT C:**  
**CONFIDENTIALITY OF PATIENT INFORMATION**

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Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328 et seq., 14100.2, and 10850 et seq; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

“Patient information” or “confidential information” includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “patient information” or “confidential information” includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.


Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY’s authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisorial staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

*By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions*

  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 4/10/00  
 \_\_\_\_\_  
 Date

COUNTY OF SANTA CRUZ MENTAL HEALTH  
 \_\_\_\_\_  
 Name of Contractor  
  
GLENN R. KULM  
 \_\_\_\_\_  
 Name of Authorized Representative (printed)  
MENTAL HEALTH DIRECTOR  
 \_\_\_\_\_  
 Title of Authorized Representative

**EXHIBIT D:**

0213

**ASSURANCE OF COMPLIANCE WITH****SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended **after** the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which **federal** financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR (Please check A or B)

- A. ☐ Employs fewer than fifteen persons;
- B. ☒ Employs **fifteen** or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	COUNTY OF SANTA CRUZ MENTAL HEALTH
Name of Designee	GLENN R. KULM
Title of Designee	MENTAL HEALTH DIRECTOR

Street P.O. BOX 962 (1400 EMELINE AVENUE)

City SANTA CRUZ State CA Zip 95061 (95060)

IRS Employer Identification Number

*I certify that the above information is complete and correct to the best of my knowledge and belief.*

  
Signature of Contractor

Date 4 / 10 / 00