



COUNTY OF SANTA CRUZ

0149

HEALTH SERVICES AGENCY
POST OFFICE BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061-0962
(831) 454-4066 FAX: (831) 454-4488
TDD: (831) 454-4123

November 30, 2000

AGENDA: December 12, 2000

BOARD OF SUPERVISORS

Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95060

RE: Agreement with Easter Seals Central California

Dear Board Members:

The Health Services Agency's California Children's Services (CCS) program provides comprehensive diagnosis and medical treatment services, and physical and occupational therapy to children under 21 years of age with disabling conditions. As part of its CCS case management responsibility, staff authorizes reimbursements to CCS families for out-of-pocket expenses associated with their child's CCS medical care. This reimbursement assistance to CCS families is considered an essential element of the diagnostic or treatment plan for each child. HSA is requesting approval of an agreement with Easter Seals Central California to act as a fiscal intermediary to provide this reimbursement service to CCS families.

Although Easter Seals did provide reimbursements as a service to CCS families in the past, the County's contracted fiscal intermediary was actually Coastal Healthcare Administrators working through the **MediCruz** program. Easter Seals was considered a provider of service and had to wait a lengthy period of time to receive payment. This created a cash-flow hardship for Easter Seals. Consequently, Easter Seals stopped providing this service in June, 2000. Since that time, CCS families have continued to incur costs associated with their child's CCS medical care and have not received reimbursements for their authorized expenses.

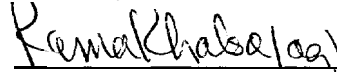
HSA staff have worked with the Auditor's office to develop a cost-effective and efficient solution for the CCS families. The result was a direct agreement with Easter Seals that would allow them to act as the County's fiscal intermediary. Easter Seals would then be able to resume processing claims approved by HSA for reimbursement to CCS families. The agreement with Easter Seals would provide for an increase in program efficiencies and result in a cost savings for the program. The agreement with Easter Seals would not be retroactive; the effective date of the agreement would be December 1, 2000.

In addition to the agreement with Easter Seals which will cover future out-of-pocket expenses for CCS families, the families still need to be reimbursed for their expenses incurred during the period of June through November, 2000. It will be necessary to provide a separate reimbursement to the CCS families for these costs through a blue claim payment to Easter Seals.

It is therefore RECOMMENDED that your Board:

1. Approve agreement between the County and Easter Seals Central California with an effective date of December 1, 2000;
2. Authorize the HSA Administrator to sign the agreement; and
3. Authorize the Auditor-Controller to pay Easter Seals on a blue claim for those costs incurred by CCS families during the period of June through November, 2000.

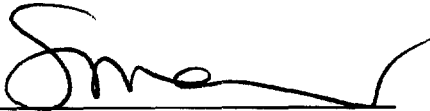
Sincerely,



Rama Khalsa, Ph.D., HSA Administrator

RK:DG

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

Attachments: ADM-29 and Agreement

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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0151

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

FROM: HEALTH SERVICES AGENCY (Dept.)
AKLm 11-28-00 (Signature) (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 HEALTH SERVICES AGENCY (Agency)
and MASTER SEALS CENTRAL CALIFORNIA, 9010 Soquel Drive, Aptos, CA 95003 (Name & Address)
- The agreement will provide reimbursements to California Children's Services (CCS) families
for actual costs incurred for certain medical expenses associated with the child(s)
authorized CCS medical care.
- The agreement is needed, because the County cannot provide the service
- Period of the agreement is from December 1, 2000 to June 30, 2001
- Anticipated cost is \$ 7,000* (Fixed Amount; Monthly Rate; Not to exceed)
- Remarks: *\$12,000 annual @ 7 months (Dec-June) = \$7,000 FY 2000-01
BOS Agenda 12/12/00
- Appropriations are budgeted in 362503 (Index#) 4346 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. CO02314 Date 11-30-00
GARY A. KNUTSON, Auditor - Controller
By PSillanpaa Deputy.

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

Remarks: CS (Analyst) By AKLm County Administrative Officer Date 12/04/00
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

W-9
 Substitute)
 County of Santa Cruz

Request for Taxpayer Identification Number and Certification

Give this form to the
 County of Santa Cruz.
 Do NOT send to the IRS

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Easter Seals Central California

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Other

Address (number, street, and apt. or suite no.)

9010 Soquel Drive

City, state, and ZIP code

Aptos, CA 95003

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number

| | | | | |

OR

Employer identification number

94-1497590

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

YOU ARE PAID FOR:

- ☒ Health Care Service
☐ Other Service
☐ Rent ☐ Goods
☐ Freight ☐ Interest
☐ Other (Explain)

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign
 Here

Signature Bruce Henner

Date 12/1/00

Section references am to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Backup Withholding, below, and Exempt Payees and Payments under Specific Instructions, below, if you are an exempt payee. Payees and Payments Exempt From Backup Withholding.—The following is a list of payees exempt from backup withholding and for which no information reporting is required. For interest and dividends, all listed payees are exempt except item (9). For broker transactions, payees listed in (1) through (13) and a person registered under the Investment Advisers Act of 1943 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7), except a corporation that provides medical and health care services or bills and collects payments for such services is not exempt from backup withholding or information reporting. Only payees described in items (2) through (6) are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

(1) A corporation. (2) An organization exempt from tax under section 501(a), or an IRA, or a custodial account under section 403(b)(7). (3) The United States or any of its agencies or instrumentalities. (4) A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities. (5) A foreign government or any of its political subdivisions, agencies, or instrumentalities. (6) An international organization or any of its agencies or instrumentalities. (7) A foreign central bank of issue. (8) A dealer in securities or commodities required to register in the United States or a possession of the United States. (9) A futures commission merchant registered with the Commodity Futures Trading Commission. (10) A real estate investment trust. (11) A trust registered at all times during the tax year under the Investment Company Act of 1940. (12) A common trust fund operated by a bank under section 564(a). (13) A financial institution. (14) A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List. (15) A trust exempt from tax under section 664 or described in section 4947.

Payments of dividends and patronage dividends generally not subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and that have at least one nonresident partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.

Payments of interest generally not subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals.

Note You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct TIN to the payer.

- Payments of tax-exempt interest (including exempt-interest dividends under section 1352).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Mortgage interest paid by you.

Payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A(a), 6042, 6044, 6045, 6049, 6050A, and 6050N, and their regulations.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Specific Instructions

Name.—If you are an individual, you must generally provide the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card, and your new last name.

If you are a sole proprietor, you must furnish your individual name and either your SSN or EIN. You may also enter your business name on the business name line. Enter your name(s) as shown on your social security card and/or as it was used to apply for your EIN on Form SS-4.

Signing the Certification—

(1) **Interest Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983.**—You are required to furnish your correct TIN, but you are not required to sign the certification.

(2) **Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983.**—You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item (2) in the certification before signing the form.

(3) **Real Estate Transactions.**—You must sign the certification. You may cross out item (2) of the certification.

(4) **Other Payments.**—You are required to furnish your correct TIN, but you are not required to sign the certification unless you have been notified of an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

(5) **Mortgage Interest Paid by You. Acquisition or Abandonment Of Secured Property, or IRA Contributions.**—You are required to furnish your correct TIN, but you are not required to sign the certification.

(6) **Exempt Payees and Payments.**—If you are exempt from backup withholding, you should complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "EXEMPT" in the block in Part II, sign and date the form. If you are a nonresident alien or foreign entity not subject to backup withholding, give the requester a completed Form W-8, Certificate of Foreign Status.

(7) **TIN "Applied for."**—Follow the instructions under How To Obtain a TIN, on page 1, sign and date this form.

Signature.—For a joint account, only the person whose TIN is shown in Part I should sign the form.

Privacy Act Notice.—Section 6109 requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you pay, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payors must generally withhold 20% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
a. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish.

² Circle the minor's name and furnish the minor's social security number.

³ Show the individual's name. See item 5 or 6. You may also enter your business name.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

COUNTY OF SANTA CRUZ
Health Services Agency

Contract Number: 02314
Account: 362503
Subobject: 4346
Annual Amount: \$12,000

0154

THIS CONTRACT is entered into this 1st day of December, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY and EASTER SEALS CENTRAL CALIFORNIA, hereinafter called CONTRACTOR. The parties agree as set forth in the following exhibits which are attached hereto and incorporated herein by this reference.

Exhibit

Title

A	Standard County Provisions
B	Standard Health Services Agency Provisions
C	Contractor Information and Scope of Work
D	Fiscal and Payment Provisions
E	Department of Health Services N.L. 25-0995

IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective upon the date first above written.

CONTRACTOR:

COUNTY OF SANTA CRUZ:

Name: <i>Bruce Hinman</i>	Name: Rama Khalsa
Title: <i>President</i>	Title: HSA Administrator
Signature: <i>Bruce Hinman</i>	Signature:
Date: <i>12/1/00</i>	Date:

Approved as to form:

Approved as to insurance:

Samuel Ten... 11/30/00
Assistant County Counsel

Janet McKinley 11-30-2000
Chief, Risk Management Division

Distribution:
County Administrative Office
Auditor-Controller
County Counsel
Health Services Agency
Contractor

EXHIBIT A - STANDARD COUNTY PROVISIONS

1. TERM. The term of this contract shall be from December 1, 2000 until terminated by either party in accordance with Paragraph 2 of this Exhibit. 0 ' 5 5

2. TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

3. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 3 and 4 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

a. Any and all claims, 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 agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

b. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

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

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

a. Types of Insurance and Minimum Limits

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

2. Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CONTRACTOR is not a material part of the performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ____/____.

3. CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonable foreseeable risk of personal injury or property damage, namely as follows: provide reimbursements to California Children Services (CCS) families. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

b. Other Insurance Provisions

1. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonable affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost

EXHIBIT A - STANDARD COUNTY PROVISIONS

not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable. 0156
2. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

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

3. All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to : County of Santa Cruz, Health Services Agency, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060."

4. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: County of Santa Cruz, Purchasing/ Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.

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

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

1. 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, 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 solicitations of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

2. CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental 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 CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further Agreements with the COUNTY.

4. CONTRACTOR shall cause the foregoing provisions of Subparagraph 6b. 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

EXHIBIT A - STANDARD COUNTY PROVISIONS

provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

0157

6. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.

7. SUBCONTRACTS. All subcontracts of CONTRACTOR for provisions of services covered under this Agreement shall be notified of CONTRACTOR's relationship to COUNTY. Any subcontract which is in excess of one-thousand dollars (\$1,000.00), other than those expressly identified in Exhibit C ("Scope of Work or Services Provided"), 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. As primary contractor under this Agreement, CONTRACTOR has legal responsibility for performance of all contract terms, including those services provided by subcontractors.

8. 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.

9. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

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

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

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

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

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

11. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

EXHIBIT B - STANDARD HEALTH SERVICES AGENCY PROVISIONS

1. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to the standards and guidelines set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY with access¹⁵⁸ to all applicable files and records as may be necessary to monitor the services according to the standards and guidelines described above.
2. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to its clients 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 COUNTY the contents of client records which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
3. 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 and shall be submitted to COUNTY'S Administrator.
4. 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 performances of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within 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 4(a), 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 costs 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 4(a) reduced by the amount of damages sustained by COUNTY by reason of such breach.
5. 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.
6. 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.
7. SPECIAL AUDIT PROVISIONS. CONTRACTOR(s) who expend \$300,000 or more of federal funds a year 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 to be conducted annually. A copy of the A-133 audit shall be submitted to the COUNTY no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in federal funds are exempt from A-133 audit requirements. Only costs of audits performed under Circular A-133 are allowable and can be charged to the federal awards.
8. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS. CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal audit agency.

EXHIBIT B - STANDARD HEALTH SERVICES AGENCY PROVISIONS

9. INTEREST OF CONTRACTOR. CONTRACTOR covenants that is 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 it under this Agreement. 0159
10. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. CONTRACTOR shall not 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.
11. 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).
12. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.
13. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of American and the ordinances of the County of Santa Cruz.
14. 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to provision of services, benefits and facilities, and that no one will be refused services because of an inability to pay for services.
15. NONDISCRIMINATION IN SERVICES, BENEFITS AND FACILITIES. There shall be no discrimination in the provision of services because of race, color, creed, religion, national origin, ancestry, disability, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to the provision of services, 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 ground 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 Agreement; subjecting a person to segregation or separate treatment in any matter related to that person's 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 that person 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; 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.
16. CONTRACTOR'S PERSONNEL STANDARDS. 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 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.

17. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.
18. RESPONSIBILITY FOR INVENTORY ITEMS. (a) Any 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 fifteen hundred dollars is defined as an 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 instruction 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.
19. ASSIGNABILITY. 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 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.
20. 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 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.
21. 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.
22. 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.
23. CHANGES. (a) COUNTY may from time to time request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes including any increase or decrease in the amount of CONTRACTOR'S compensation, which 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 or unless otherwise provided for or permitted under Exhibit D ("Fiscal and Payment Provisions"); (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.

24. SAFETY AND INFECTION CONTROL. CONTRACTOR asserts that it is in compliance with applicable **Ca/OSHA** guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceeding 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.

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.

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

1. CONTRACTOR INFORMATION

Name: Easter Seals Central California
Address: 9010 Soquel Drive
Aptos, California 95003
Telephone: (831) 684-2166
Tax ID Number:

2. DUTIES OR SERVICES PROVIDED

CONTRACTOR agrees to exercise special skill to accomplish the following result: to provide reimbursements to California Children's Services (CCS) families for actual costs incurred for: maintenance (lodging and meals) and transportation of the patient and their parent(s) or legal guardian(s) associated with the child's authorized CCS medical care pursuant to Health and Safety Code, Section 251, Chapter 1.4.1/C.11 and Department of Health Services N.L. 25-0995 (Exhibit E); pharmacy co-pays; medical insurance premiums; and overpaid CCS fees. Upon receipt of authorization for reimbursement from the COUNTY, CONTRACTOR shall expedite payment to the CCS family.

Agreement Number: 02314**1. COMPENSATION**

In consideration for CONTRACTOR accomplishing the result described in Exhibit C (Scope of Work), COUNTY agrees to pay a maximum annual amount not to exceed \$12,000 as follows:

- A. Actual cost of each reimbursement authorized by COUNTY and processed by CONTRACTOR to California Children Services (CCS) families; and
- B. Handling fee equal to 15 percent of the actual cost for each reimbursement authorized by COUNTY and processed by CONTRACTOR.
- C. CONTRACTOR shall invoice monthly on the form and in the manner required by COUNTY. Invoice must be accompanied by a copy of the CCS authorization.

2. MONTHLY PAYMENT

CONTRACTOR may elect to receive compensation advanced in monthly installments of 1/12th of the maximum contract amount as shown in Paragraph D.1. above. CONTRACTOR assures that a cash advance is needed each month in order to provide the contracted services. Payment may be less than the above 1/12th amounts if there is a cash carry-over from the prior month which indicates that CONTRACTOR does not need the full advance amount to support the program's cash flow during the month. CONTRACTOR may be allowed a carry-over amount from month to month, not to exceed the 1/12th monthly allocation, upon COUNTY approval. Any unused funds exceeding the carry-over base shall be offset against the next months advance. No single monthly payment shall exceed 1/12th of the Maximum Allocation unless there have been payments of less than 1/12th of such amount for any prior month of the agreement term. To the extent that there have been such lesser payments, the resultant savings may be used to pay monthly billings which exceed 1/12th of the Maximum Allocation. Justification to COUNTY shall be required for advance in excess of these amounts prior to approval of claim for such excess. The cash advance will not be used to provide working capital for non-County programs, and when possible the advance will be deposited in an interest bearing account, and the interest used to reduce program costs.

DEPARTMENT OF HEALTH SERVICES

763 - 8910



1744 P STREET

BOX 942732

SACRAMENTO, CA 94234-7320

(554) 554-0499

(916) 554-0476 TDD/Relay

September 29, 1995

N.L. 25-0995

Supersedes N.L. 05-0492

Index: Benefits

TO : All California Children Services (CCS) County Offices and State
CCS Regional Offices

SUBJECT: MAINTENANCE AND TRANSPORTATION

INTRODUCTION

Maintenance and transportation are identified in the Health and Safety Code, Section 251, as a "service" to be available through the California Children Services (CCS) program. CCS policy on maintenance and transportation is as follows: "Maintenance and transportation for the CCS patient and parent(s), or legal guardians (s) may be provided when the authorizing agency, as part of its case management responsibility, determines that the family needs assistance, there are no other available resources, and that the assistance is an essential element of the diagnostic or treatment plan". (Chapter 1.4.1/C. 11.)

Transportation in this section is defined as that provided by the parent or legal guardian in a private vehicle or by public conveyance. (For medical transportation see Section 1.4.1/C. 12.)

Maintenance is defined as funding for lodging (such as a motel room, Ronald MacDonald House, etc.) and/or food for the child and/or one parent/legal guardian.

The responsibility for providing maintenance and transportation is that of the client and/or parent/legal guardian. CCS, however, may provide reimbursement to assure that these costs will not present a barrier to the child in accessing the medical care authorized by CCS. This numbered letter provides specific guidelines for implementing this policy.

Expenditures for maintenance and transportation are funded as part of the diagnostic or treatment costs associated with a child's authorized CCS medical care. These charges are shared by the State and county, based on the provisions for diagnostic and treatment funding in Section 265 of the Health and Safety Code.

POLICY GUIDELINES

1. Lodging and/or meals, and/or transportation for the CCS client, parents, and/or legal guardian is a benefit of the CCS program when:

N . L . 25-0995 .

Page 2

September 29, 1995

- a. The client or parent/legal guardian requires these services to access a **service authorized** by the CCS program' &
 - b. Determination has been made by the CCS program that there is no other available resource to assist the client or parent/legal guardian in accessing the authorized service.
2. **Transportation** to and from medical care may be a benefit when:
 - a. Alternate resources in the community have been explored and are not available **and**
 - b. The client or parent/legal guardian has no means of reaching the authorized facility or provider on their own. (The client or parent/legal guardian has no vehicle or access to one, has no funds to pay for gasoline for the trip required to secure authorized services for the CCS client, etc.,) **and**
 - c. The authorized care is to be provided at a medical facility capable of providing the appropriate medical services ~~that is closest to the client's home~~. If the client or parent/legal guardian chooses not to go to this facility, the transportation cost beyond the nearest facility shall be borne by the client or parent/legal guardian.
3. **Maintenance** (food, lodging) may be a benefit when:
 - a. Alternate resources have been explored and are not available **and**
 - b. The distance from home is such that it precludes the family from making the trip in 'one day'; **or**
 - c. Hospital outpatient treatment for several consecutive days is required under the supervision of a physician (e.g., for chemotherapy, antibiotic therapy, etc.); **or**
 - d. The client is hospitalized during the acute stages following an organ transplant or during the initial acute stay in the neonatal intensive care unit (NICU) or pediatric intensive care unit (PICU).

N.L.

25-0995

Page 3

September 29, 1995

4. Maintenance and transportation is not a benefit when:
 - a. Transportation is to a medical therapy unit (MTU) or to a physical or occupational therapy provider in a hospital-outpatient department or a private office in lieu of therapy services through the MTU.
 - b. Medical care is being provided outside the State of California, with the exception of those CCS paneled providers in the border states, Oregon and Nevada.

POLICY IMPLEMENTATION

1. Prior authorization for maintenance and transportation services is required.
2. The determination of medical necessity for maintenance/transportation benefits is the responsibility of the CCS medical consultant. This responsibility may be shared with or delegated to the CCS nurse coordinator/consultant. Subsequent requests for maintenance/transportation, to access authorized services may by authorized based upon documentation of continued need as per the policy guidelines above.
3. The determination of necessity for the benefits and issuance of authorization(s) is to be based on the following factors:
 - a. Availability of other assistance to the client, and/or parent/legal guardian as determined by the county CCS program (including, but not limited to, income from Supplemental Security Income [SSI]).
 - b. Distance involved/frequency of the trips needed to obtain the required care.
 - c. Length of stay and medical stability of the client.
4. Guidelines for issuing authorizations:
 - a. The authorization for maintenance/transportation is for the client and one parent/legal guardian. An additional person who accompanies the parent and client may be covered by the authorization when the client's medical condition requires care during transport.

Department of Health Services
California Children Services (CCS)

5.20

1

5.20 Payment for Miscellaneous Services

5.20.1 Maintenance and Transportation

(See Chapter 1, Section 1.4.1/C.11, of this Manual.)

<u>Code Number</u>	<u>Item</u>	<u>Maximum Allowance</u>
0900	Private Car Mileage.	10 cents per mile.
0901	Lodging (family)	<u>Actual costs.</u> Up to \$40 per day, with receipts.
	Meals	<u>Actual costs.</u> Up to \$15 per authorized person per day, with receipts.
0902	Other Necessary Expenses (e.g., bus fare, tolls, parking)	<u>Actual costs,</u> with receipts.

5.20.2 Respite Care.

(See Chapter 1, Section 1.4.1/C.24, of this Manual.)

Code Number

- 0903 A. Private Home
1. Maximum reimbursement: up to 504 hours (21 days) annually.
 2. Reimbursement procedures for lay persons shall be established by the county and regional offices, and based on the prevailing minimum hourly wage.
 3. Reimbursement for respite care givers from home care agencies shall follow the current negotiated Medi-Cal rate.

0904 B. Licensed Care Facility

Up to ten days annually may be paid at SMA prescribed daily rate for the level of care required.