



County of Santa Cruz

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(831) 454-4066 FAX: (831) 454-4770

HEALTH SERVICES AGENCY
ADMINISTRATION

March 26, 2002

AGENDA: April 9, 2002

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

RE: Approval of HSA Revenue Agreement and Contract Amendments

Dear Members of the Board:

The Health Services Agency (HSA) is requesting your Board's approval of a new revenue agreement to allow HSA to receive federal funds for mental health services, the approval of a contract amendment to provide Propositions 10 & 36 services and correcting an oversight in an existing contract with First Alarm to provide for security services at the Watsonville Health Center. The revenue agreement and contract amendments are on file with the Clerk of the Board.

The revenue agreement with the Mental Health Client Action Network (MHCAN) will provide for the reimbursement of \$12,000 to HSA for expenditures incurred in providing MHCAN with data on services delivered to clients who are participating in a federal grant. This is a new revenue agreement that allows HSA and MHCAN to comply with grant funding requirements. This agreement was anticipated and revenue for this grant was included in HSA Mental Health's 2001-02 approved budget.

In addition, your Board previously authorized HSA to negotiate agreements for various Proposition 36 services, including the addition of \$10,000 to HSAs existing agreement with the Youth Resources Bank to provide ancillary support services, including literacy and vocational services. In addition, at this time it is necessary to amend this agreement to add \$10,000 in Proposition 10 funding which will be used to subsidize premiums for the Healthy Families program for eligible County residents. Also, in the course of HSA and HRA converting purchase orders for patrol services at various County facilities to a single jointly administered contract, one facility, The Watsonville Health Center at 9 Crestview Dr, was inadvertently left off the contract upon conversion. This \$4,320 contract amendment adds this facility to the contract.

Sufficient funds exist within HSAs budget to implement these agreements and amendments and no new county funds are needed or requested.

It is, therefore, RECOMMENDED that your Board:

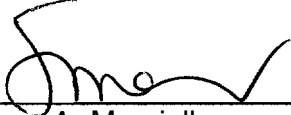
1. Approve the attached agreements with: First Alarm Security & Patrol, Agreement No. 2515, increasing the maximum amount by \$4,320, Youth Resource Bank, increasing the maximum amount by \$20,000 and MHCAN, a new revenue agreement, to provide various health services and authorize the Health Services Administrator, or as their designee the Director of Administration, to sign.

Sincerely,



Rama Khalsa, Ph.D.
Health Services Administrator

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

Attachments: ADM-29, Contracts

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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: HEALTH SERVICES AGENCY (MENTAL HEALTH) (Department)
BY: [Signature] (Date) 3/26/02
Signature certifies that appropriations/revenues are available

AGREEMENTTYPE (Check One) Expenditure Agreement [X] Revenue Agreement []

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

1. Said agreement is between the County of Santa Cruz (Community Mental Health) (Department/Agency)
and Youth Resource Bank, P.O. Box 1844, Capitola, CA 95010 (Name/Address)

2. The agreement will provide amendment of an agreement for administration of a Children's Mental
Health and Alcohol & Drug case management "wrap-around" fund.

3. Period of the agreement is from July 1, 1999 through June 30, 2002

4. Anticipated Cost is \$ 77,000 (\$20,900 additional) [] Fixed [] Monthly Rate [] Annual Rate [X] Not to Exceed

Remarks: Amendment adds \$20,000 to 2001-02 amount. \$10,000 TO [] AND \$10,000 (New)

5. Detail: [] On Continuing Agreements List for FY - Page CC- Contract No: OR [] 1st Time Agreement
[] Section II No Board letter required, will be listed under Item 8
[X] Section III Board letter required #03 360120 3665 (20,000) Revised TL
7 Section IV Revenue Agreement #01 363111 3665 (\$41,000)
#02 364022 3975 (\$ 6,000)

6. Appropriations/Revenues are available and are budgeted in #02 364042 (Index) 3638 (\$10,000) (Sub object)
New #04

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

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

Contract No: C011015-01/02/03/04

By: [Signature] Auditor-Controller Deputy

Date: 03/27/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
FSA Administrator (Dept/Agency Head) to execute on behalf of the

Health Services Agency (Department/Agency)

Date: 3/27/02

By: [Signature] County Administrative Office

Distribution:

Board of Supervisors - white
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)
Title Section 300 Proc Man

By: Deputy Clerk

AUDITOR/CONTROLLER USE ONLY

Table with columns: CO, Document No., JE Amount, Lines, H/TL, Keyed By, Date, TC110, Auditor Description, Amount, Index, Sub object, User Code

51

**COUNTY OF SANTA CRUZ
HEALTH SERVICES AGENCY
COMMUNITY MENTAL HEALTH**

0482

AMENDMENT TO AGREEMENT

Contract # CO1015-01, -02, and -03
Index # 360120,3631 11 and 364022

Between County of Santa Cruz – Health Services Agency
And
Youth Resource Bank, P.O. Box 1844, Capitola, CA 95010

The parties named above agree to amend contract CO1015-01, -02, and -03 as set for the in the attached Exhibit "A" by increasing the amount of compensation from \$57,000 to \$77,000; and by amending Exhibit C, Provisions A, B, C and the Exhibit C Budget; said amendments are incorporated into and made a part of contract CO1015-01, -02, and -03 by this reference. Additions are, in **bold and underlined**, and a line has been drawn through old language to be deleted. All other provisions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

CONTRACTOR:
Youth Resource Bank
P.O. Box 1844
Capitola, CA 95010

COUNTY OF SANTA CRUZ:

BY: _____ *see by Y.R.B.*

BY: _____

Approved as to form:

Attest:

Hanya Oberkumari HA
Assistant County Counsel
2/28/02

Clerk, Board of Supervisors

Distribution:

- County Administrative Officer
- Auditor-Controller
- County Counsel
- HSA Administration
- Alcohol and Drug Program Administrator
- Mental Health and Substance Abuse Services
- Youth Resource Bank

County Department/Agency: The County of Santa Cruz through the 0483
 HEALTH SERVICES AGENCY (Community Mental Health)
 P.O. Box 962, Santa Cruz CA 95061-0962

Hereinafter called COUNTY and:

YOUTH RESOURCE BANK
P.O. Box 1844
 Capitola, CA 95010
(831) 454 – 4105

hereinafter called CONTRACTOR for: administration of the Case Services Fund including Children’s Mental Health case management “wrap-around))fund, Substance Abuse prevention activities fund, Proposition 36 Ancillary Services fund, and Benefits Advocacy fund.

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

WHEREAS pursuant to the provisions of California Government Code, Section 31000, and W & I Code, Sections 5775, et seq., the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

NOW, THEREFORE, the parties here to do mutually agree as set forth in:

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

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

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

JULY 1,1999 through **JUNE 30,2002**

	Index # 360120 (\$10,000 \$20,000); 363111 (\$41,000); and 364022 (\$6,000); <u>and 364042 (\$10,000)</u>
	Subobject # 3665 (\$10,000 \$20,000); 3665 (\$41,000); and 3975 (\$6,000); <u>and 3638 (\$10,000)</u>
	Contract# CO11015-01/ 02/03/04
	Amount \$57,000 \$77,000
Distribution: County Administrative Officer County Counsel Auditor-Controller Health Services Agency Community Mental Health Contractor	(Reserved for Clerk of the Board of Supervisors posting of minute order citation)

COUNTY OF SANTA CRUZ

EXHIBIT C -- Scope of Service and Budget

YOUTH RESOURCE BANK

Case Services (wrap-around) Fund Administrative Services

CONTRACTOR will provide case services fund administrative services to seriously emotionally disturbed children and adolescents; ~~and~~ children at high risk of alcohol and drug use; and persons who qualify for drug treatment services under Proposition 36 who live in Santa Cruz County as established by the Bronzan-McCorquodale Act, the California Health Services Reform Act of 1985 (AB2541), ~~and~~ the California Health and Safety Code, Division 10.5., and Proposition 36.

A. Case Services Fund

The purpose of the Case Services Fund is to enable and facilitate the stabilization of individuals in the community in the least restrictive level of care/treatment possible, and to provide youth and adults with the skills and experience they need to prevent or recover from alcohol and drug abuse. Funds may be requested by COUNTY staff Coordinators for clinical and prevention needs deemed consistent with the purpose of this fund. Examples of appropriate expenditures include:

1. Emergency respite stays to diffuse an escalating circumstance that, in the assessment of the staff involved, might otherwise result in hospitalization or group home placement. Also day time and/or overnight respite activity services that stabilize placement in the least restrictive setting such as after school or evening day care, recreation and summer camps.
2. Emergency food and supplies (e.g., clothing) to stabilize a living situation, teach critical skills or to meet a specific urgent need.
3. Reimburse parents for costs associated with involvement in stabilizing SED youth in the least restrictive environment. Also, reimburse parents for Family Partnership activities such as facilitating Club Hope meetings, time and mailing of newsletter, attending meetings, child care and other assigned work.
4. Transportation for access to services where the provision of transportation resources is deemed by the Coordinator to be contributory to the stability of the individual in the community, or prevention of alcohol and drug abuse.
5. Youth Mentor Program: Payment to SED youth for time specific, staff directed

peer projects plus associated supplies.

6. Enrollment fees for therapeutic activities and prevention training events.
7. Reimburse vendor for development of life skills such as vocational, employment, social skills, education and sign language.
8. Purchase rewards/incentives for treatment and evaluation services and participation in volunteer service to benefit schools and the community , (e.g., Baskin Robbins ice cream vouchers for participation in evaluation activities).
9. Management of prevention events including educational and social/recreational activities for high risk youth.
10. Enrollment fees for Healthy Families premiums for low-cost health insurance benefits including dental, substance abuse and mental health services.
11. **Ancillary services for Proposition 36 clients, including but not limited to literacy and vocational services.**

Case services funds will be made in the form of a check, payable to the vendor of services, or to COUNTY staff for reimbursements of expenditures made. For staff reimbursements; receipts must be submitted and attached to the request for reimbursement with documentation as to clinical justification.

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

B. CONTRACTOR shall:

1. Require a completed Case Services Fund Check Request.
2. Release checks to authorized personnel and vendors only for case service activities.
3. Submit a monthly cumulative cash flow summary to contract monitor including Beginning Case Services Fund Balance, Total Paid Out, Total Fund Reimbursements, Total Earned Interest, and Ending Balance, and a list of vendors payments and staff reimbursed for each specific case(s). Separate records shall be maintained for Mental Health, ~~and~~ Alcohol/Drug **prevention and Proposition 36** funds.
4. CONTRACTOR will develop procedures for administering the Case Services Fund. These procedures will be subject to review by the County's contract monitor.

All Case Services Fund applications will have final approval by the CONTRACTOR'S administrator or his/her designee. No fund checks will be drawn without the CONTRACTOR'S administrator or designee's signature appearing on the Case Services Fund Advance Check Form.

5. CONTRACTOR agrees to make Case Services Funds available to COUNTY Coordinators for purposes stated in this Agreement.

C. METHOD OF PAYMENT

1. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non COUNTY programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.

2. COUNTY agrees to advance the sum of ~~\$10,000~~ \$19,500 upon execution of Agreement.

3. Upon receipt of monthly claim documenting the actual cost of Case Services Fund activity, COUNTY shall reimburse CONTRACTOR in monthly payments. Reimbursement for Case Services Fund activities shall not exceed ~~\$53,865~~ \$72,765 for the 2001-2002 fiscal year including the ~~\$10,000~~ \$19,500 advance.

4. COUNTY agrees to reimburse the CONTRACTOR ~~\$3,135~~ \$4,235 for administering the Case Services Fund during the 2001-2002 fiscal year. One-half of this amount will be payable upon execution of the contract amendment and the balance will be payable after January 1, 2002.

5. Cost of services rendered for the Case Services Fund shall be reimbursed based upon actual Case Services Fund costs and administrative support fees up to the maximum amount of contract or whichever is less, at the end of the contract year.

6. At the discretion of the County Alcohol and Drug Program Administrator, funds may be shifted between the Prevention and Proposition 36 portions of the contract, provided that the total contract amount for these portions of the contract is not exceeded.

Exhibit C, 1999-2002 Revision March 2002

COUNTY OF SANTA CRUZ
EXHIBIT C - CONTRACT BUDGET

YOUTH RESOURCE BANK

July 1, 2001 - June 30, 2002

CASE SERVICES FUND (wrap-around)	#1015-01 Mental Health	#1015-02 Alcohol/Drug	#1015-03 Benefits Advocacy	TOTAL
Fund	\$38,745	\$5,670	\$9,450	\$53,865
Administrative Support (5.5%)	<u>2,255</u>	<u>330</u>	<u>550</u>	<u>3,135</u>
TOTAL CASE SERVICES FUND	\$41,000	\$6,000	\$10,000	\$57,000

<u>CASE SERVICES FUND (wrap-around)</u>	<u>#1015-01</u> <u>Mental Health</u>	<u>#1015-02</u> <u>Alcohol/Drug</u> <u>Prevention</u>	<u>#1015-03</u> <u>Benefits Advocacy</u>	<u>#1015-04</u> <u>Alcohol/Drug</u> <u>Proposition 36</u>	<u>TOTAL</u>
<u>Fund</u>	<u>\$38,745</u>	<u>\$5,670</u>	<u>\$18,900</u>	<u>\$9,450</u>	<u>\$72,765</u>
<u>Administrative Support (5.5%)</u>	<u>2,255</u>	<u>330</u>	<u>1,100</u>	<u>550</u>	<u>4,235</u>
<u>TOTAL CASE SERVICES FUND</u>	<u>\$41,000</u>	<u>\$6,000</u>	<u>\$20,000</u>	<u>\$10,000</u>	<u>\$77,000</u>

1015-01/02/03 Scope (Youth Resource Bank 01-02)

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

0488

To: **Board of supervisors**
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)

BY: [Signature] (Signature) 1/31/02 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

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

1. Said agreement is between the Health Services Agency - Administration (Department/Agency)
and First Alarm Security & Patrol Services, 1111 Estates Dr., Aptos, CA. 95003 (Name/Address)

2. The agreement will provide fixed site and random patrols at various HRA/HSA buildings

3. Period of the agreement is from July 1, 2001 to June 30, 2002

4. Anticipated Cost is \$ 4,320 additional (suffix 03) Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: _____

5. Detail: On Continuing Agreements List for FY 01 - 02 . Page CC- 13 Contract No: 12515-03 OR 1st Time Agreement

Section II No Board letter required, will be listed under Item 8

Section III Board letter required

Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 360180 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered. Contract No: 12515-03

are not available and will be encumbered. By: [Signature] Date: 03/27/02

WAS II, NOW III, CC-13 Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Health Services Administration (Dept/Agency Head) to execute on behalf of the _____

Health Services Agency (Department/Agency)

Date: 3/27/02 By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - white State of California
Auditor Controller - Canary County of Santa Cruz
Auditor-Controller - Pink I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
Department - Gold 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 Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01) Title I, Section 300 Proc Man By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
51		\$			
Item Description	Amount	Index	Sub object	User Code	

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

To: Board of supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)
BY: [Signature] (Signature) 3/26/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

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

1. Said agreement is between the Health Services Agency - Mental Health (Department/Agency)
and MHCAN 1051 Cayuga St. Santa Cruz, CA 95062 (Name/Address)

2. The agreement will provide reimbursement for data services provided in support of the research prog.

3. Period of the agreement is from August 1, 2001 to September 30, 2002

4. Anticipated Cost is \$ N/A Fixed Monthly Rate Annual Rate Not to Exceed
Remarks: ESTIMATED REVENUE 2001/02 \$12,000

5. Detail: On Continuing Agreements List for FY - . Page CC- - Contract No: - OR 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 363101 (Index) 2010 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

~~are available and encumbered.~~
~~are not will be~~

Contract No: R772
By: [Signature] Date: 03/27/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Health Services Administrator (Dept/Agency Head) to execute on behalf of the Health Services Agency (Department/Agency)

Date: 3/27/02 By: [Signature]
County Administrative Office

Distribution:
Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
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 Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
Title Section 300 Proc Man By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO.	\$	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC110	\$						
		Auditor Description	Amount	Index	Sub object	User Code	

SUBCONTRACT

This subcontract is entered into between Mental Health Client Action Network, hereinafter referred to as MHCAN, and the County of Santa Cruz through the Health Services Agency, Mental Health and Substance Abuse Division, hereinafter referred to as SCMHS.

MHCAN has been approved for funding by the U.S. Substance Abuse and Mental Health Services (SAMHSA), Center for Mental Health Services (CMHS) to conduct a research program of Santa Cruz's Consumer Operated Services (MHCAN). For the purposes of this research, MHCAN operates as a sub-contractor to the Peer Center, Inc. in Ft. Lauderdale, FL in conjunction with Florida Mental Health Institute and Florida International University.

MHCAN desires to retain SCMHS to provide services in support of the Research Program, including:

- Client Service Utilization Data for 12 months on 151 clients; and
- Client Diagnosis data for those SCMHS clients who have joined the Research Project and signed an informed consent, kept on file in the MHCAN Research Office at 1051 Cayuga St. Room 24, Santa Cruz, 95062.

This data will be requested by MHCAN in batches on a quarterly basis and will extend back from June 1, 2001. MHCAN has already received client service utilization data from June 2000 through May 31, 2001.

Confidentiality of Client Records and Information: MHCAN will comply with all Federal, State and County laws, regulations and ordinances regarding the use and storage of confidential client data, information and identifications and agrees to maintain custody of such records and information in such a manner as to insure that it is used solely for the purposes intended in this agreement.

The term of this subcontract shall commence on August 1, 2001 and terminate on September 30, 2002. This subcontract may be extended or renewed by mutual agreement of the parties and approved in writing by the County.

MHCAN/Peer Center agrees to pay SCMHS the sum of \$15,000 in compensation for the above services. MHCAN agrees to pay SCMHS within 15 days upon receipt of invoices for data retrieval. The periods for which service utilization are needed for the purposes of this Research Project are:

June to Aug., 2001
 Sept. to Nov. 2001
 Dec. 2001 to Feb. 2002
 March to May 2002** Official cut-off of data collection for ROW Sciences, Maryland.
 June to Sep. 2002

INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. MHCAN shall exonerate, indemnify, defend, and hold harmless SCMHS (which shall include, without limitation, its officers, agents, employees and volunteers) from and against: Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which

SCMHS 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 MHCAN'S performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to MHCAN by SCMHS, excepting any liability arising out of sole negligence of the SCMHS. Such indemnification includes any damage to the person(s) or property(ies) of MHCAN and third persons.

Notices to parties shall be sent by FAX or U.S. Mail as follows:

SCMHS

Norm Wyman, Director
HSA Mental Health and Substance Abuse Services
County of Santa Cruz
PO Box 962
Santa Cruz, CA 95061
Telephone (831) 454-4767
FAX (831) 454-4663

MHCAN

Bonnie Schell, Director
1051 Cayuga St.
Santa Cruz, CA 95062
Telephone (831) 469-0462 or 429-6713
FAX (831) 429-5132

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year indicated below:

COUNTY OF SANTA CRUZ

MHCAN

Glenn Kulm, Director of Administration
Health Services Agency

Bonnie Schell Feb. 6, 2002
Bonnie Schell, Director

Approved as to Form:

Jerry A. Oberhelman III
Assistant County Counsel
2-15-2002

SCMHS 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 MHCAN'S performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to MHCAN by SCMHS, excepting any liability arising out of sole negligence of the SCMHS. Such indemnification includes any damage to the person(s) or property(ies) of MHCAN and third persons.

Notices to parties shall be sent by FAX or U.S. Mail as follows:

SCMHS

Norm Wyman, Director
HSA Mental Health and Substance Abuse Services
County of Santa Cruz
PO Box 962
Santa Cruz, CA 95061
Telephone (831) 454-4767
FAX (831) 454-4663

MHCAN

Bonnie Schell, Director
1051 Cayuga St.
Santa Cruz, CA 95062
Telephone (831) 469-0462 or 429-6713
FAX (831) 429-5132

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year indicated below:

COUNTY OF SANTA CRUZ

MHCAN

Glenn Kulm, Director of Administration
Health Services Agency

Bonnie Schell, Feb 6, 2002
Bonnie Schell, Director

Approved as to Form:

Henry A. Oberhelman III
Assistant County Counsel
2-15-2002