SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET

Creation Date: 10/30/07

Source Code: HSAXX

Agenda Date: 11/6/07

INVENUM: 59964

Resolution(s):

Ordinance(s):

Contract(s): [1] 73620

[2] 73621

Continue Date(s):

Index: --Letter **of** the Health Services Agency of October 2, 2007
--ADM29 Request for Approval of Agreement Contract No. 73620
--Contract with The Camden Group
--ADM29 Request for Approval of Agreement Contract No. 73621
--Contract with Donna M. Ramos

Item: 44. APPROVED new agreements with Camden Group, with a maximum amount of $50,000, and Donna Ramos, with a maximum amount of $35,000, for technical assistance and consultation on finance and operations of mental health inpatient services; and authorized the Health Services Agency Director to sign, as recommended by the Health Services Agency Director

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

APPROVED AND FILED
BOARD OF SUPERVISORS
DATE: November 6, 2007
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX-OFFICIO CLERK OF THE BOARD
BY Sharon Metcalf DEPUTY

October 2, 2007

AGENDA: November 6,2007

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

SUBJECT: Approval of Agreements for Mental Health Consultation

Dear Members of the Board:

Background:

The County has had a Master Agreement with Dominican Hospital for operation of the Mental Health Unit since 1983. This agreement ends in 2010. While Catholic Healthcare West is interested in continuing the program through Dominican Hospital, the Unit has sustained three years of serious financial losses, rendering the current structure unacceptable to them as a basis for a future Master Agreement. A working group of County and Hospital staff had been formed to look at the options for a future partnership related to the Mental Health Unit, its design and financial structure.

Proposal and Recommendations:

The redesign of the Mental Health Unit supporting Santa Cruz County is highly technical and complex. The Health Services Agency (HSA) does not have internal expertise in financial hospital modeling and licensing and will require independent technical assistance. Our goal is to develop an acute inpatient care model that will support quality service as well as provide sustainable financial solvency. The success of these efforts is critically necessary to insure continued access in our community.

It is recommended that your Board approve two contracts to provide technical assistance and consultation on finance and operations of mental health inpatient services to the Health Services Agency. Because these efforts focus on quality and appropriate utilization of clinical and financial resources impacting Short-Doyle MediCal, Mental Health can draw down 75% federal Quality Improvement match for these consultation and technical assistance services. The remaining 25% County share for both contracts will be covered by existing mental health funds. These agreements will not result in any increase in net County costs.

Therefore, it is recommended that the County enter into an agreement with the Camden Group for consultation on financial modeling and licensing issues. The Camden Group comes highly recommended, having assisted over 1,000 hospitals, health systems, and medical groups nationwide. Their staff will insure that program concepts are cost effective and take into account

potential revenues and associated cost requirements. The contract with Camden Group is for a maximum of $50,000 with a breakdown for specific deliverables.

In addition, an agreement is proposed with Donna Ramos, RN to coordinate the research and facilitate the joint Dominican and County workgroup. Ms. Ramos has 30 years of hospital experience and extensive knowledge of the local health care delivery system and programs. The proposed contract for Donna Ramos RN is for a maximum $35,000 at an hourly rate of $110. It is estimated this major project will take **40** hours per month over 6-8 months.

This extremely important work will be brought to your Board for review as recommendations for the future contract models are formulated and negotiated. Appropriate mental health constituent groups and the Local Mental Health Board will also be consulted in the development stage, as this is part of the planning process role of the LMHB.

It **is,** therefore, RECOMMENDED that your Board:

1. Approve the attached new agreements with the Camden Group with a maximum amount of $50,000 and with Donna Ramos with a maximum amount of $35,000 for technical assistance and consultation on finance and operations of mental health inpatient services; and authorize the Health Services Agency Director to sign.

Sincerely,

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

RECOMMENDED:

Susan A. Mauriello
County Administrative Officer

Attachments: ADM-29s, contracts

cc: County Administrative Officer
Auditor Controller
County Counsel
HSA Administration

44

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) **10/11/07** (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 **Camden Group, 100 N Sepulveda, Suite 600, El Segundo, CA 90245** (Name/Address)
2. The agreement will provide **hospital workgroup technical assistance**
3. Period of the agreement is from **October 1, 2007** to **June 30,2008**
4. Anticipated Cost Is $ **50,000** ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

   Remarks:
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 **363104** (Index) **3665** (Sub object)

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

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

CT73620

Contract No:
Auditor-Controller Deputy
By: [signature]

Date: 10/11/07

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

Date: 10/17/07

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
Susan A. Mauriello 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 November 6 20 07

ADM - 29 (8101)
Title I, Section 300 Proc Man

Sharon Mitchell
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

0314
Contract No.

COUNTY

The COUNTY OF SANTA CRUZ through the
HEALTH SERVICES AGENCY- Mental Health & Substance Abuse Services
1080 Emeline Avenue, P.O. Box 962, Santa Cruz, CA 95061-0962

Hereinafter called COUNTY and:

CONTRACTOR

Name: The Camden Group
Address: 100 N. Sepulveda, Suite 600
El Segundo, CA 90245

Hereinafter called CONTRACTOR for: Management Consultation and Analysis on Restructuring of the Behavioral Healthcare Unit

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 the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

EXHIBITS

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

CHECK BOX IF ATTACHED	EXHIBIT	TITLE
☒	A	Duties and Compensation
☒	C	Standard County / Agency Provisions
☐	H	HIPAA
☐	O	Other Provisions
☒	X	Revisions

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

SIGNATURES

IN WITNESS THEREOF, COUNTY AND CONTRACTOR have executed this Agreement to be effective:
October 1,2007 through June 30,2008

CONTRACTOR	COUNTY
The Camden Group	HEALTH SERVICES AGENCY

APPROVED AS TO:

Approved as to Form:
County Counsel

Approved as to Insurances:
10-9-07
Risk Management Division

Suffix:

Index: 363104
Subobject: 3665
User Code:
Amount: $50,000

Total Contract Amount: $50,000

DIST.

Clerk of the Board
Auditor-Controler
Health Services Agency
Contractor

Contractor: The Camden Group

Exhibit A
Index: 363104
SubObject: 3665

DUTIES AND COMPENSATION

DUTIES. CONTRACTOR agrees to provide professional consultant services to:

- Develop a financial profile and baseline income statement for the Behavioral Health Unit at Dominican Hospital; utilizing data provided by Dominican, profile key financial attributes. Estimate: $12,000.00
- Estimate revenues and expenses over a five-year period by payer, assuming typical inflationary and contractual escalations. Projections will establish a "baseline forecast" and not incorporate changes in bed capacity, staffing, etc. Estimate: $ 6,000.00
- One day, on-site management interviews and a facility tour, by two consultants. Estimate: $ 8,000.00
- Compare the financial and operational profile against select industry standards, benchmarks, and goals, including other California county facilities. Estimate: $10,000.00
- Estimate Disproportionate Share Hospital ("DSH") reimbursement if the psychiatric services operated under the license of a DSH qualifying hospital, specifically Watsonville Community Hospital. Estimate: $ 1,000.00
- Present findings (by two consultants) to a combined group of Hospital and County leadership. Estimate: $ 5,000.00
- Provide a written report detailing the above projections, benchmarks, and areas of opportunity. Estimate: $ 8,000.00

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR on deliverable amounts to a maximum of $50,000, including administration fees to cover communications, database fees, and report production, and reasonable travel expenses for two site visits, including coach airfare, automobile rental, and meal and lodging expense at current federal per diem rates for Santa Cruz, California. COUNTY's payment terms are net 30 days following receipt of invoicing in the form and manner required by COUNTY.

COUNTY OF SANTA CRUZ

EXHIBIT C – STANDARD COUNTY / AGENCY PROVISIONS

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

2. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 2 and 3 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

   A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this 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).

3. **INSURANCE.** Unless waived in Exhibit **X,** Paragraph 1 of this Agreement, or modified in Exhibit X, Paragraph 2 of this Agreement, 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 statutory 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.

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

4. Professional Liability Insurance in the minimum amount of $1,000,000.

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 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.

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, 7080 Emeline Avenue, Santa Cruz, CA 95060.*

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (cancer related), marital status, 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. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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

1. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (cancer related), marital status, 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. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

2. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

3. The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 4B. 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

44

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

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

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

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

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

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

6. **NONASSIGNMENT.** CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

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

44

8. **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.

9. **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.

10. **LIVING WAGE.**

This Agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees and compliance with the non-wage provisions of the Code, if initialed by the COUNTY in Exhibit X, Paragraph 3. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

11. **FINANCIAL REPORTING.** CONTRACTOR shall:

A. Within 180 days of the end of each of the CONTRACTOR'S fiscal years occurring during the term of this Agreement, the CONTRACTOR shall provide the Contract Administrator with two (2) copies of Financial Statements relating to the entirety of the CONTRACTOR'S operations. Financial Statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and **(4)** a Statement of Functional Expenses. The Contract Administrator will forward one (I) copy of the Financial Statements to the Auditor-Controller.

1. For the purposes of this paragraph, "CONTRACTOR'S fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.

2. The Contract Administrator with concurrence of the County Auditor-Controller may agree to extend. the deadline for the Financial Statements required by this paragraph.

B. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Agreement. The Contract Administrator shall notify the Auditor-Controller of any impairment upon being notified by the CONTRACTOR.

44

C. In the sole discretion of the COUNTY, the requirements of this paragraph may be exempted where the Contract Administrator and the County Auditor-Controller ascertain that such reporting is not essential, and both certify to its inapplicability by initialing in Exhibit X, Paragraph **4.**

12. **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.

13. **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 or measure before the electoric.

14. **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).

15. **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.

16. **CONFORMANCE TO LAW.** This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.

17. **RESPONSIBILITY FOR INVENTORY ITEMS.**

A. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an

inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

B. Inventory items in CONTRACTOR'S possession' shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

18. <u>NONDISCRIMINATION IN SERVICES.</u>

A. By signing this Contract, Contractor certifies under the laws of the State of California that Contractor and its Subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; and Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section 10800.

B. For the purpose of this Contract, discrimination on the basis of race, color, creed, national origin, sex, age, or physical or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing a benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Contract; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.

C. Contractor shall, on a cycle of at least every three years, assess, monitor, and document each Subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that

recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. Contractor shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.

Contractor shall include nondiscrimination and compliance provisions in all subcontracts. Contractor shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation *of* their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

D. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

19. **CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course *of* providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance *of* CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

20. **MONITORING.** CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by Federal, State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the' standards or guidelines described above.

21. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator.

22. **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties

produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

23. **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.

24. **TRAVELING EXPENSES, FOOD AND LODGING.** CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed federal issued per diem rates. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.

25. **CONTRACTOR PERSONNEL STANDARDS.** The CONTRACTOR shall determine that all staff providing services under this Agreement shall be qualified to perform the job requirements under this Agreement.

26. **AMENDMENTS.** No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.

27. **NOTICE OF POSSIBLE TERMINATION FOR CAUSE.**

A. In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen **(14)** days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.

B. In the event of a termination pursuant to Paragraph 27A, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under

44

Paragraph 27A reduced by the amount of damages sustained by COUNTY by reason of such breach.

28. **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.

29. **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, including non-compliance with agreements from prior years.

30. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination.

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

32. **CULTURAL COMPETENCY.** In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. 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.

Exhibit C 2007-08
7/12/07

Exhibit X 2007-08

COUNTY OF SANTA CRUZ
EXHIBIT X – REVISIONS

1. INSURANCE WAIVERS

The following insurance coverages are waived if initialed by COUNTY's representative and also approved by the COUNTY's Risk Manager:

		Initials
a.	Worker's Compensation	[_____]
b.	Automobile Liability	[_____]
c.	Comprehensive or Commercial General Liability	[_____]
d.	Professional Liability	[_____]

Approved by Risk Manager:_____ Date:_____

2. INSURANCE REDUCTIONS

The insurance coverage minimum amounts required in Exhibit C.3A., are hereby reduced to the amount indicated if initialed by the COUNTY's representative and also approved by the COUNTY's Risk Manager:

		Initials	Revised Amount
a.	Worker's Compensation	[_____]	
b.	Automobile Liability	[_____]	
c.	Comprehensive or Commercial General Liability	[_____]	
d.	Professional Liability	[_____]	

Approved by Risk Manager:_____ Date:_____

3. LIVING WAGE

This ree is subject to the Living Wage is of S Cruz County Code if initialec by X here:_____

4. FINANCIAL REPORTING

COUNTY waives Financial Reporting requirements of Exhibit C Paragraph 11 if initialed here by Auditor-Controller: and Contract Administrator:_____

5. OTHER STANDARD LANGUAGE REVISIONS

The provisions set forth below shall supersede and take the place of the paragraph(s) they replace. All other provisions of this Agreement shall remain the same. Check and complete the appropriate box (es).

☒	There are **no** revised paragraphs in this Agreement.

OR

☐	There **are** revised paragraphs in this Agreement (if **so, please specify below)** Paragraph " " of Exhibit " " is hereby revised to read as follows:

44

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO. Board of Supervisors
County Administrative Office
Auditor Controller

FROM: **Health Services Agency** (Department)

BY: DH (Signature) **10/11/07** (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (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 **Health Services Agency - Mental Health** (Department/Agency)

   and **Donna Ramos,545 Ranchitos Del Sol, Aptos, CA 95003** (Name/Address)

2. The agreement will provide **hospital workgroup technical assistance**

3. Period of the agreement is from **October 1, 2007** to **June 30,2009**

4. Anticipated Cost Is $ **35,000** [ ] Fixed [ ] Monthly Rate [ ] Annual Rate [X] Not to Exceed

   Remarks:

5. Detail: [ ] On Continuing Agreements List for FY - Page CC- Contract, No: OR [X] 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 **363104** (Index) **3665** (Sub object)

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

Appropriations (are) / are not available and (have been) / will be encumbered.

Contract No: CT7 3621

By: R. Ramos Auditor-Controller Deputy Date: 10/12/07

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

Date: 10/17/07

By: County Administrative Office

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

State of California
County of Santa Cruz
I, Susan A. Mauriello 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 November 6 20 07

By: Deputy Clerk Sharon Mitchell

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

AUDITOR-CONTROLLER USE ONLY

CO	$				
Document No.	JE Amount	Lines	H/TL	Keyed By	Date

TC110	$	/		
Auditor Description	Amount	index	Sub object	User Code

Contract No.

COUNTY

The COUNTY OF SANTA CRUZ through the
HEALTH SERVICES AGENCY- Administration
1080 Emeline Avenue, P.O. Box 962, Santa Cruz, CA 95061-0962

Hereinafter called COUNTY and:

CONTRACTOR

Name: Donna **M.** Ramos
Address: 545 Ranchitos Del Sol
Aptos, CA 95003

Hereinafter called CONTRACTOR for: Management Consultation and Analysis on Restructuring of the Behavioral Healthcare Unit

EXHIBITS

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 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

CHECK BOX IF ATTACHED	EXHIBIT	TITLE
☒	A	Duties and Compensation
☒	C	Standard County / Agency Provisions
☐	H	HIPAA
☐	O	Other Provisions
☒	X	Revisions

'Said exhibits attached hereto are incorporated into this Agreement by this reference.

SIGNATURES

IN WITNESS THEREOF, COUNTY AND CONTRACTOR have executed this Agreement to be effective:
~~July 1,~~ 2007 through June 30,2009
OCTOBER 1

CONTRACTOR

Donna Ramos

Donna M. Ramos

COUNTY

HEALTH SERVICES AGENCY

APPROVED AS TO:

Approved as to Form:

County Counsel

Approved as to Insurances:

9-21-07

Risk Management Division

Suffix:

Index: 363104
Subobject: 3665
User Code:
Amount: $35,000

Total Contract Amount: $35,000

DIST.

Clerk of the Board
Auditor-Controller

Health Services Agency
Contractor

Exhibit A, 2007-08

COUNTY OF SANTA CRUZ

EXHIBIT A - DUTIES AND COMPENSATION

1. DUTIES. CONTRACTOR agrees to provide professional consultant services to:

   - Develop the process to constructively implement negotiations between the County of Santa Cruz and Catholic Healthcare West on restructuring the partnership in operating the Behavioral Health Unit (BHU) of Dominican Hospital as an unbiased third party;
   - Coordinate and facilitate negotiations between parties, including setting up schedules, work products, performing research and producing minutes;
   - Coordinate key work products and analysis with both parties and a with a variety of content consultants and fiscal staff;
   - Assist parties in identification of shared values and interests relating to operating the BHU; and
   - Identify goals and timelines, and work with both parties to achieve them.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR at a rate of $110 per hour all inclusive to a maximum of $35,000. This compensation includes any and all reimbursement due to the CONTRACTOR for duties performed. Hours worked shall be computed to the nearest quarter (1/4) hour. CONTRACTOR shall invoice COUNTY on the form and in the manner required by COUNTY.

COUNTY OF SANTA CRUZ

EXHIBIT C -- STANDARD COUNTY / AGENCY PROVISIONS

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

2. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 2 and 3 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

   A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this 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).

3. **INSURANCE.** Unless waived in Exhibit X, Paragraph 1 of this Agreement, or modified in Exhibit X, Paragraph 2 of this Agreement, 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

   I. Worker's Compensation in the minimum statutory 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.

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

4. Professional Liability Insurance in the minimum amount of $1,000,000.

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 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.

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.*

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (cancer related), marital status, 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. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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

1. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical, or mental disability, medical condition (cancer related), marital status, 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. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

2. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

3. The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 4B. 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

44

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

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

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

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

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

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

6. **NONASSIGNMENT.** CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

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

8. **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.

9. **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.

10. **LIVING WAGE.**

This Agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees and compliance with the non-wage provisions of the Code, if initialed by the COUNTY in Exhibit X, Paragraph 3. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

11. **FINANCIAL REPORTING.** CONTRACTOR shall:

A. Within 180 days of the end of each of the CONTRACTOR'S fiscal years occurring during the term of this Agreement, the CONTRACTOR shall provide the Contract Administrator with two (2) copies of Financial Statements relating to the entirety of the CONTRACTOR'S operations. Financial Statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and **(4)** a Statement of Functional Expenses. The Contract Administrator will forward one (I) copy of the Financial Statements to the Auditor-Controller.

   1. For the purposes of this paragraph, "CONTRACTOR'S fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.

   2. The Contract Administrator with concurrence of the County Auditor-Controller may agree to extend the deadline for the Financial Statements required by this paragraph.

B. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Agreement. The Contract Administrator shall notify the Auditor-Controller of any impairment upon being notified by the CONTRACTOR.

C. In the sole discretion of the COUNTY, the requirements of this paragraph may be exempted where the Contract Administrator and the County Auditor-Controller ascertain that such reporting is not essential, and both certify to its inapplicability by initialing in Exhibit X, Paragraph **4.**

12. **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.

13. **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 or measure before the electoric.

14. **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).

15. **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.

16. **CONFORMANCE TO LAW.** This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of America and the ordinances of the County of Santa Cruz.

17. **RESPONSIBILITY FOR INVENTORY ITEMS.**

A. Equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value insxcess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an

inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY'S Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

B. Inventory items in CONTRACTOR'S possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

18. NONDISCRIMINATION IN SERVICES.

A. By signing this Contract, Contractor certifies under the laws of the State of California that Contractor and its Subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12101); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; and Chapter 6 of Division 4 of Title 9 of the CCR, commencing with Section 10800.

B. For the purpose of this Contract, discrimination on the basis of race, color, creed, national origin, sex, age, or physical or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing a benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Contract; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.

C. Contractor shall, on a cycle of at least every three years, assess, monitor, and document each Subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that

44

recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. Contractor shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.

Contractor shall include nondiscrimination and compliance provisions in all subcontracts. Contractor shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

D. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

19. **CONFIDENTIALITY OF RECORDS.** CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY in the program shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.

20. **MONITORING.** CONTRACTOR agrees that 'COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to standards and guidelines as set forth by Federal, State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY'S Administrator, or his/her designee, with access to all applicable files and records as may be necessary to monitor the services according to the standards or guidelines described above.

21. **REPORTS.** CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be developed by COUNTY in consultation with CONTRACTOR. Reports shall be submitted to COUNTY'S Administrator,

22, **OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the property of COUNTY. No such materials or properties

produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the CONTRACTOR. COUNTY shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

23. **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.

24. **TRAVELING EXPENSES, FOOD AND LODGING.** CONTRACTOR'S claim for travel expense for food and lodging must be directly related to this program and shall be at rates not to exceed federal issued per diem rates. No travel outside of the State of California shall be payable unless prior written authorization is obtained from COUNTY'S Administrator.

25. **CONTRACTOR PERSONNEL STANDARDS.** The CONTRACTOR shall determine that all staff providing services under this Agreement shall be qualified to perform the job requirements under this Agreement.

26. **AMENDMENTS.** No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY.

27. **NOTICE OF POSSIBLE TERMINATION FOR CAUSE.**

A. In the event CONTRACTOR fails to perform any of the provisions *of* this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within a period of fourteen (1**4)** 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 27A, all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become- the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim cost reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under

44

Paragraph 27A reduced by the amount of damages sustained by COUNTY by reason of such breach.

28. **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.

29. **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, including non-compliance with agreements from prior years.

30. **OVERPAYMENTS.** Overpayments as determined by audits shall be payable to COUNTY within thirty (30) days after date of said determination.

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

32. **CULTURAL COMPETENCY.** In order to ensure access to services, CONTRACTOR shall provide services in a culturally competent manner. 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.

Exhibit C 2007-08
7/12/07

Exhibit X 2007-08

COUNTY OF SANTA CRUZ
EXHIBIT X – REVISIONS

1. INSURANCE WAIVERS

The following insurance coverages are waived if initialed by COUNTY's representative and also approved by the COUNTY's Risk Manager:

		Initials
a.	Worker's Compensation	[GK]
b.	Automobile Liability	[____]
c.	Comprehensive or Commercial General Liability	[GK]
d.	Professional Liability	[GK]

Approved by Risk Manager: Margo B. Date: 9-24-07

2. INSURANCE REDUCTIONS

The insurance coverage minimum amounts required in Exhibit C.3A., are hereby reduced to the amount indicated if initialed by the COUNTY's representative and also approved by the COUNTY's Risk Manager:

		Initials	Revised Amount
a.	Worker's Compensation	[____]	
b.	Automobile Liability	[____]	
c.	Comprehensive or Commercial General Liability	[____]	
d.	Professional Liability	[____]	

Approved by Risk Manager:_____ Date:_____

3. LIVING WAGE

This Agreement is subject to the Living Wage provisions of the Santa Cruz County Code if initialed by COUNTY here:_____

4. FINANCIAL REPORTING

COUNTY waives Financial Reporting requirements of Exhibit C Paragraph 11 if initialed here by Auditor-Controller:_____ and Contract Administrator:_____

5. OTHER STANDARD LANGUAGE REVISIONS

The provisions set forth below shall supersede and take the place of the paragraph(s) they replace. All other provisions of this Agreement shall remain the same. Check and complete the appropriate box (es).

☒	There are **no** revised paragraphs in this Agreement.

OR

☐	There **are** revised paragraphs in this Agreement (if so, please specify below) Paragraph " " of Exhibit " " is hereby revised to read as follows:

44