

scope of service documents will be incorporated into the contract agreement. Vendor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

22. ENTIRE AGREEMENT

The contract, along with the vendor-initialed RFP, all attachments thereto and the vendor's proposal constitutes the entire agreement between the parties. All prior and contemporaneous understandings, representations, and agreement must be merged therein or superseded hereby. No alterations, modifications, releases or waivers of the contract or any portion thereof will be effective unless in writing and executed by mutual agreement of both parties.

23. PERMITS, TAXES, LICENSES

The vendor is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of the RFP. The financial burden for such expenses rests entirely with the company providing the service under the contract.

24. ANNUAL INDEPENDENT CONTRACT COMPLIANCE EVALUATION

~~While any Consent decree remains in effect, the court appointed monitor will review and perform independent assessments of Vendor performance/compliance and quality improvements programs. In the absence of any decree or other litigious decree, reviews will be performed by a specified designee as deemed necessary.~~

Provider Hours – Any hours scheduled for on-site coverage by MC and not fulfilled will be adjusted to the benefit of MC in the next monthly payment to the vendor. This adjustment will be taken on an hour for hour basis for actual, documented, hours worked versus hours contracted. The vendor is responsible to ensure a timely and accurate presentation of payroll information that is valid and reliable. Partial hours or portions of each hour worked must be identified by quarter-hour or fifteen (15)-minute increments. Six major holidays will be exempt from requiring such on-site provider coverage except under emergency circumstances and these include: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

25. CONSENT AGREEMENT NON-COMPLIANCE

~~If the special master or court monitor associated with monitoring MC's implementation of and adherence to the requirements of the Christenson case identifies noncompliance with the agreement in any substantive area, MC may invoke a penalty of \$5,000 per month until the deficiency is resolved. A one (1)-month cure period is allowed for the vendor to resolve the problem prior to initiation of any penalty. The \$5,000 penalty will be assessed for each month that the deficiency remains and that MC is identified as non-compliant with the consent agreement.~~

Addition

Deletion