



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061-0962
(408) 454-4066 FAX: (408) 454-4488
TDD: (408) 454-4123

April 21, 1998

AGENDA: May 5, 1998

BOARD OF SUPERVISORS
Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95061

RE: APPROVE VARIOUS CONSULTANT SERVICES AGREEMENTS FOR THE HIV
EARLY INTERVENTION PROGRAM AND OTHER HSA PROGRAMS

Dear Board Members:

Attached for your Board's approval are four grant-funded contracts for the HIV Early Intervention Program: 1) a \$12,000 contract with Data Design and Development to provide computer consultant and training services; 2) a Master Agreement for various individual and group counselors; 3) a provider training agreement with the Central Coast Area AIDS Education and Training Center; and 4) an agreement with Patrick Meyer to provide consulting services concerning stress management issues. This last agreement will also provide services to the Homeless Persons Health Project and the Children's Medical Services Program.

The proposed agreements are summarized as follows:

Data Design and Development: Earlier this year, the HIV Early Intervention Program received one-time grant funds to develop and implement a system to transfer data between HSA's medical record/billing system and COMPIS, a case management data system widely used by EIP grant recipients. COMPIS will produce the required program and EIP fiscal reports and facilitate the electronic transmission of these reports. The proposed contractor, Data Design and Development, will create software to extract the necessary data elements from HSA's client record system, format and import the data into the COMPIS system, and provide staff training once the data transfer system has been installed. Data Design and Development has provided similar services for other Early Intervention Programs that have adopted the COMPIS system. This contract is fully grant funded. An initial \$1,000 is being encumbered now to begin work on

the project. The balance will be encumbered next fiscal year via the Continuing Agreements List.

Master Agreement for Various Individual and Group Counselors: EIP base funding was increased this year to provide mental health and substance abuse services. Your Board has recently approved contracts with a local psychiatrist (Dennis St. Peter, MD) and a local psychologist (Bret K. Johnson, Ph.D.) for some of these services. The proposed Master Agreement for Various Individual and Group Counselors will enable the EIP to secure the services of licensed counselors in various specialties as needed to provide group and individual counseling under the clinical supervision of a psychologist. The proposed contract rates are \$40 per hour for individual counselors and \$50 per session for group counseling.

Central Coast Area AIDS Education and Training Center: The Central Coast Area AIDS Education and Training Center will provide a series of training programs on current AIDS diagnosis, care, and treatment issues for EIP staff and community clinicians. The total cost of this contract is \$8,000, which will cover approximately ten such training sessions.

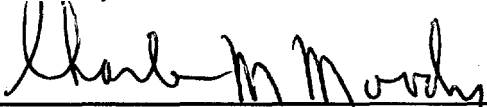
Patrick Meyer: Mr. Meyer is a Licensed Clinical Social Worker who provides group counseling sessions on stress management and developing individual work plans for dealing with stress, burn-out, and other work-related issues. Stress is a significant concern in the Early Intervention Program where nurse case managers and other program staff assist clients facing difficult medical care choices and outcomes. Mr. Meyer will also be used by the Homeless Persons Health Project and the Children's Medical Services program, who also work with clients having complex health care and emotional problems. The estimated total annual cost of this contract is \$9,500 and is grant supported in all of these programs.

It is therefore RECOMMENDED that your Board:

- 1 . Approve the attached \$12,000 agreement with Data Design and Development for computer consultant and training services for the HIV Early Intervention Program and authorize the Health Services Agency Administrator to sign the agreement.
2. Approve the attached Master Agreement for Various Individual and Group Counselors for the Early Intervention Program and authorize the Health Services Agency Administrator to sign as individual counselors are hired.
3. Approve the attached draft agreement with the Central Coast Area AIDS Education, effective July 1, 1998, and authorize the Health Services Agency to sign the agreement when finalized.

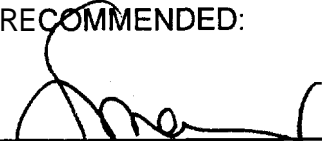
- 4. Approve the attached agreement, effective July 1, 1998, with Patrick Meyer and authorize the Health Services Agency Administrator to sign the agreement.

Sincerely,



 Charles M. Moody, HSA Administrator

RECOMMENDED:



 Susan A. Mauriello
 County Administrative Officer

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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0400

0400

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

FROM: HEALTH SERVICES AGENCY

C. Morby (Signature) 4/16/98 (Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Health Services Agency) (Agency)

DATA DESIGN AND DEVELOPMENT

and, 23210 W. Lyons Ave., Wayman Court, Suite #5-482. Santa Clarita, CA 91371 (Name & Address)

2. The agreement will provide a data transfer system between the Health Services Agency's medical record and billing system and the COMPIS system

3. The agreement is needed to provide for the above services.

4. Period of the agreement is from date of execution to June 30, 1999

5. Anticipated cost is \$ 12,000.00 (~~Fixed amount~~ ~~Monthly~~ ~~Not to exceed~~)

6. Remarks: Encumber \$1,000 for FY 1997-98; balance will be encumbered in FY 1998-99.

W9 already on file.

7. Appropriations are budgeted in 362310 (Index#)(Subobject)

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

Appropriations are available and will be encumbered. Contract No. 71628 Date 4/27/98

GARY A. KNUTSON, Auditor-Controller
By Jina Ward Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HSA Administrator to execute the same on behalf of the County of Santa Cruz

Health Services Agency (Agency).

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 4/27/98

Agreement approved as to form. Date _____

- Distribution:
- Bd. of Supv. - White
 - Auditor-Controller - Blue
 - County Counsel - Green
 - Co. Admin. Officer - Canary
 - Auditor-Controller - Pink
 - Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

14
ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

Contract No:
 Account: 362310
 Subobject: 3665

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
 INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this th day of May, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Data Design and Development, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: to develop, test, and implement a data transfer system to transport data between the COUNTY's medical record and billing system and the COMPIS system, as detailed in Attachment A ("Scope of Work"), which by this reference is made part of this agreement.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR **an amount not to exceed \$12,000.00** to be paid as follows:
 - a. A rate of \$100 per hour for consulting services, as described in Attachment A, Paragraph 1, plus an amount not to exceed \$1,750 for related travel, materials, supplies and other out-of-pocket expenses.
 - b. An amount of \$2,500 for successful completion and installation of Custom Import Templates, as described in Attachment A, Paragraph 2.
 - c. An amount of \$1,750 for the first day of training as described in Attachment A, Paragraph 3; and \$1,000 per day for each additional day of training. This compensation includes all travel, lodging, and related incidental expenses.

CONTRACTOR shall invoice on a monthly basis, and invoice will include a line item description of services provided and detailed time log if requested.

3. TERM. The term of this contract shall be: from date of execution to June 30, 1999 unless terminated in accordance with Paragraph 4.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - a. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR's performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
 - b. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

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

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

a. Types of Insurance and Minimum Limits

- 1. Worker's Compensation in the minimum statutorily required coverage amounts. (Not required if CONTRACTOR has no employees).
- 2. 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.

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. CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation or non-renewal of any insurance required **h e r e i n .**
- 3. CONTRACTOR agrees to provide COUNTY at or before the effective date of this Contract, with a copy of the face page of any required insurance coverage in force on the effective **date** of this Contract and any new or renewal policies effective during the term of this Contract.
- 4. Any required notifications or copies of documents shall be sent to: County of Santa Cruz, Health Services Agency Administration, P.O. Box 962, Santa Cruz, CA 95061.

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

- a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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

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. 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,

11. ATTACHMENTS. This agreement includes the following attachment:

ATTACHMENT A (SCOPE OF WORK)

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

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

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

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

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

In witness whereof, the parties hereto have set their hands the day and year first above written. **WACO 62**

COUNTY OF SANTA CRUZ

By: _____
HSA Administrator

CONTRACTOR

By: David E. Ranek

DAVID E. RANER
ABA Data Design & Development
Data Design and Development
Address: 23210 W. Lyons Avenue,
Wayman Court, Suite #5-482
Santa Clarita, CA 91321
Telephone: (805) 255-1 833
FAX: (805) 255-6204
Tax ID number: 200-36-2966

Approved as to insurances:

Janet McKinley 4-20-98
Chief, Risk Management Division

Approved as to form:
[Signature]
Assistant County Counsel

SCOPE OF WORK

CONTRACTOR will develop a procedure, including development of software, to allow COUNTY's HIV Early Intervention Program to move patient data and program data between the COUNTY's medical record and billing system ("COSTAR") and the COMPIS data system. Activities include the following:

1. Consulting Services: CONTRACTOR will consult with COUNTY staff and the developers of the COSTAR program to determine what data elements exist in COSTAR that match the data elements in COMPIS. In addition, CONTRACTOR will provide technical assistance in the development of a routine to export the identified COSTAR data elements on a regular basis in a format acceptable to the COMPIS import program. CONTRACTOR will provide up to fifty (50) hours of such consultation.
2. Custom Import Templates: Based on the format of the exported data referenced in #1 above, CONTRACTOR will create Custom Import Templates to be used to import the data into COMPIS.
3. Training: CONTRACTOR will provide up to three days of on-site training to COUNTY staff at the time and after the custom import templates are installed.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0000 64

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

FROM: HEALTH SERVICES AGENCY (Dept.)
C. Mandy (Signature) 4/16/98 (Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Health Services Agency) (Agency)
CENTRAL COAST AREA AIDS EDUCATION AND TRAINING CENTER
and 40 Central Avenue, Salinas, CA 93901 (Name & Address)

2. The agreement will provide training programs in conjunction with the Health Services Agency's
Early Intervention Program (EIP).

3. The agreement is needed to provide for the above services.

4. Period of the agreement is from July 1, 1998 to June 30, 1999

5. Anticipated cost is \$ 8,000 in FY 1998-99 ~~XXXXXX~~ Not to exceed

6. Remarks: W-9 already on file.

7. Appropriations are budgeted in 362310 (Index#) 3 6 6 5 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. 81693 Date 4/27/98
will be
pending adopted budget
GARY A. KNUTSON, Auditor - Controller
By Jana Ware Deputy.

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

Remarks: GA (Analyst) By GA Eub Date 4/28/98

Agreement approved as to form. Date _____

Distribution:

- Bd. of Supv. - White
- Auditor-Controller - Blue
- County Counsel - ~~Blue~~
- Co. Admin. Officer - Canary
- Auditor-Controller - Pink
- Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

14
ADM 29 (0.95)

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

Contract No:
Account: 362310
Subobject: 3665

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
INDEPENDENT CONTRACTOR AGREEMENT

Provider and Community Clinician Training Programs: Early Intervention Program

THIS CONTRACT is entered into this 1st day of July, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and The Central Coast Area AIDS Education and Training Center (CCAAETC), a project of the Health Projects Center, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **provide training programs in conjunction with the COUNTY's HIV Early Intervention Program (EIP) as described in attachment A (Scope of Work), which by this reference is made part of this agreement.**
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **a rate of \$800 per completed session, not to exceed a total of \$8,000.**

Compensation includes all private mileage and per diem necessary to accomplish the result contracted for. CONTRACTOR shall invoice on the form and in the manner required by COUNTY.
3. TERM. The term of this contract shall be: from July 1, 1998 to June 30, 1999 unless terminated in accordance with Paragraph 4.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - a. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR's performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
 - b. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
6. INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

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

a. Types of Insurance and Minimum Limits

1. Worker's Compensation in the minimum statutorily required coverage amounts. (Not required if CONTRACTOR has no employees)
2. CONTRACTOR represents to COUNTY that it does not own, operate or utilize a business vehicle; but rather that a personal vehicle will be used only incidentally in traveling to and from one principal COUNTY facility in accomplishing the result required under this Agreement. In reliance on said representation, COUNTY waives any and all requirements relating to Automobile Liability Insurance.
3. CONTRACTOR represents to COUNTY that it will accomplish the result required by this contract by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: provide training workshop on HIV issues for County staff. In reliance thereon, COUNTY hereby waives the requirement for Comprehensive or Commercial General Liability Insurance.

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. CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation or non-renewal of any insurance coverage required herein.
3. CONTRACTOR agrees to provide COUNTY, at or before the effective date of this Contract, with a copy of the face page of any required insurance coverage in force on the effective date of this Contract and any new or renewal policies effective during the term of the Contract.
4. Any required notification or copies of documents shall be sent to: Health Services Agency, County of Santa Cruz, 1080 Emeline Ave., P.O. Box 962, Santa Cruz, CA 95061-0962.

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

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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

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. 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,

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

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

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

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

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

In witness whereof, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
HSA Administrator

By: _____

Address:

Telephone:

Fax:

Tax ID number:

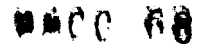
Approved as to insurances:

Chief, Risk Management Division

Approved as to form


Assistant County Counsel

ATTACHMENT A



Scope of Work

Training Programs

CONTRACTOR agrees to provide the following training programs:

1. EIP Provider Training: Present a minimum of six (6) two to three hour clinical HIV/AIDS sessions with Dr. Geraldine Taplin on diagnosis, treatment, and care of HIV/AIDS patients. Building on the trainings done previously, these sessions will focus on case presentations, didactic sessions on new information and trends, questions and answers from local clinicians directed to Dr. Taplin. Program sessions will be scheduled on Wednesday mornings, 9:00 am - 12 noon, at the Health Services Agency's Watsonville, CA facility, or at other mutually agreed upon times and places.
2. Community Clinician Training: In conjunction with a Santa Cruz based health facility, the CCAETC faculty and the County of Santa Cruz's Health Services Agency's EIP Program may provide a minimum of four (4) trainings on the diagnosis, treatment, and care of HIV clients, major trends in the HIV epidemic, the relationship and integration of different systems and types of medical care, and other topics of local concern to community practitioners and hospital staff in the Santa Cruz area.

Anticipated Program Topics for Community Training

Community clinician training will support the goals and objectives of the EIP by providing information and fostering linkages among various medical care providers. Specifically, community trainings will emphasize at least two of these three topics: dental care, psychiatric care, and alternative (complementary) therapies. Training programs will occur approximately every 2 - 3 months unless otherwise agreed upon.

Changes in Schedule

Changes in the program schedule or session dates, times, place, number of trainings or amount billed may be made upon mutual agreement of COUNTY and CONTRACTOR.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0000 69

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

FROM: **HEALTH SERVICES AGENCY** (Dept.)
C. Mondy (Signature) 4/16/98 (Date)

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

- Said agreement is between the COUNTY OF SANTA CRUZ (Health Services Agency) (Agency)
and Patrick Meyer, 1722 North Seabright, Santa Cruz, CA 95062 (Name & Address)
- The agreement will provide group support and related consultant services for Health Services Agency programs, with a focus on stress management and working with clients who have complex health care and emotional problems.
- The agreement is needed. to provide for the above services.
- Period of the agreement is from July 1, 1998 to June 30, 1999 (continuous)
- Anticipated cost is \$ 75 per hour. ~~xx(Fixed amount) Monthly rate Not to exceed~~
Hourly rate
- Remarks: FY 1998-99 amount will be listed on 1998-99 Continuing Agreements List.
W9 already on file.
- Appropriations are budgeted in 362310/362501/362950 (Index#) 3665 (Subobject)

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

Appropriations ^{are} available and ^{have been} encumbered. Contract No. 81694 Date 4/27/98
~~are not~~ will be pending adopted budget
GARY A. KNUTSON, Auditor - Controller
By Jocia Ward Deputy.

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

Remarks: WJ (Analyst) By W. S. [Signature] Date 4/28/98

Agreement approved as to form. Date _____

- Distribution:
- Bd. of Supv. - White
 - Auditor-Controller - Blue
 - County Counsel - Green
 - Co. Admin. Officer - Canary
 - Auditor-Controller - Pink
 - Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk

Contract No:
Account: various
Subobject: 3665

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Patrick Meyer, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **to provide group support and related consultant services to nurse case managers and other COUNTY staff, with a focus on stress management techniques, staff burn-out issues, and working with clients who have complex health care and emotional problems.**

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **a rate of \$75.00 per hour.** Compensation includes all private mileage and per diem necessary to accomplish the result contracted for. CONTRACTOR shall invoice on the form and in the manner required by COUNTY.

3. TERM. The term of this contract shall be: from July 1, 1998 until June 30, 1999 unless terminated in accordance with Paragraph 4.

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

5. INDEMNIFICATION FOR DAMAGES TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR's performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

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

6. INSURANCE. CONTRACTOR, at is 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, unless CONTRACTOR and COUNTY both initial here ____/____.

A. Types of Insurance and Minimum Limits

1. Worker's Compensation in the minimum statutorily required coverage amounts.
2. CONTRACTOR hereby represents that it does not own, operate, or utilize a business vehicle, but rather that a personal vehicle will be used only incidentally in traveling to and from the CONTRACTOR's place of residence, business, or one principal COUNTY facility in accomplishing the result required under this agreement. In reliance on said representation, COUNTY hereby waives any and all requirements herein relating to Automobile Liability coverage.
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 \$1,000,000.00.

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. CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation or non-renewal of any insurance coverage required herein.
3. CONTRACTOR agrees to provide COUNTY, at or before the effective date of this Contract, with a copy of the face page of any required insurance coverage in force on the effective date of this Contract and any new or renewal policies effective during the term of the Contract.
4. Any required notification or copies of documents shall be sent to: Health Services Agency, County of Santa Cruz, 1080 Emeline Ave., P.O. Box 962, Santa Cruz, CA 95061-0962.

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

A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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

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. 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,

11. INDEPENDENT CONTRACTOR STATUS. FACTORS CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (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: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) in the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) the CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) the length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) the method of payment of CONTRACTOR is by the job rather than by the time; (h) the work is part of a special or permissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent relationship rather than an employer-employee relationship; and (j) the COUNTY conducts public business.

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

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

In witness whereof, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
HSA Administrator

By: _____

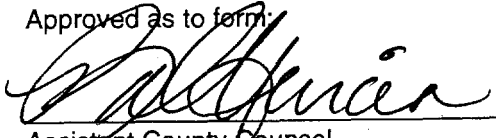
Address:

Telephone:
Tax ID number:

Approved as to insurances:

Chief, Risk Management Division

Approved as to form:



Assistant County Counsel

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0800 74

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

FROM: HEALTH SERVICES AGENCY (Dept.)
C Moody (Signature) 4/16/98 (Date)

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

COUNTY OF SANTA CRUZ (Health Services Agency)

1. Said agreement is between the _____ (Agency)
and, **VARIOUS INDIVIDUAL AND GROUP THERAPISTS (Master Agreement)** (Name & Address)

2. The agreement will provide **individual and group therapy in contractor's specialty for the Early Intervention Program.**

3. The agreement is needed **to provide for the above services.**

4. Period of the agreement is from **date of execution** June 30, 1998 (continuous)

5. Anticipated cost is **\$40 per hour for individual therapy session;; \$50 per session per therapist for group sessions;** (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: **Encumber \$1,000 for FY 1997-98.**

7. Appropriations are budgeted in 362310 (Index#) 3665 (Subsubject)

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

Appropriations are available and have been encumbered. Contract No. 71629 Date 4/27/98
are not will be encumbered.
GARY A. KNUTSON, Auditor - Controller
By Nina Ward Deputy.

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

Remarks: LS (Analyst) By a - - - - Date 4/28/98
Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conroy
Auditor-Controller - Pink
Originating Dept. - Goldenrod
147
* Orig. Dept. if rejected.
ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 ____ By _____ Deputy Clerk

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY

Individual and Group Therapy Services -- Early Intervention Program (Master Agreement)

THIS CONTRACT is entered into this _____ day of _____, 199_, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

- A. Provide scheduled individual therapy sessions for persons with HIV referred by the COUNTY's Early Intervention Program (EIP). COUNTY and CONTRACTOR shall mutually agree on the number of clients CONTRACTOR will carry in its caseload.
- B. Facilitate scheduled group therapy sessions in CONTRACTOR's specialty for persons with HIV referred by COUNTY's Early Intervention Program.
- C. As requested, attend group meetings with EIP staff and other medical, mental health, and/or case management staff members to discuss clinical and administrative matters. It is anticipated that there will be six to eight such meetings per year.
- D. Maintain such clinical records and billing and time logs as required by the Early Intervention Program.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **A) a rate of \$40.00 per hour for individual therapy sessions.; B) a rate of \$50.00 per licensed therapist per session for group therapy sessions; C) a rate of \$40.00 per hour for attendance at scheduled meetings.** Compensation includes all private mileage and per diem necessary to accomplish the result contracted for. CONTRACTOR shall invoice on the form and in the manner required by COUNTY.

3. TERM. The term of this contract shall be: from date of execution until terminated in accordance with Paragraph 4.

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

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR's performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
- B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

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

A. Types of Insurance and Minimum Limits

1. Worker's Compensation in the minimum statutorily required coverage amounts. (Not required if CONTRACTOR has no employees).

2. CONTRACTOR hereby represents that it does not own, operate, or utilize a business vehicle, but rather a personal vehicle will be used only incidentally in traveling to and from CONTRACTOR's place of residence, business, or one principal COUNTY facility in accomplishing the result required under this Agreement. In reliance on said representation, COUNTY hereby waives any and all requirements herein relating to Automobile Liability coverage.

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. This provision may be waived if CONTRACTOR and COUNTY Risk Manager both initial here _____/_____

4. Professional Liability Insurance in the minimum amount of \$1,000,000.00.

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. CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation or non-renewal of any insurance coverage required herein.

3. CONTRACTOR agrees to provide COUNTY, at or before the effective date of this Contract, with a copy of the face page of any required insurance coverage in force on the effective date of this Contract and any new or renewal policies effective during the term of the Contract.

4. Any required notification or copies of documents shall be sent to: Health Services Agency, County of Santa Cruz, 1080 Emeline Ave., P.O. Box 962, Santa Cruz, CA 95061-0962.

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

A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

8. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.
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. 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,
11. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to its clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY the contents of client records which are 'maintained in connection with the performance of CONTRACTOR's duties and responsibilities under this Agreement, subject to the provisions of heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
12. SAFETY AND INFECTION CONTROL. CONTRACTOR must comply with COUNTY policies and procedures concerning safety and infection control. Upon request, CONTRACTOR must furnish proof of immunity to measles and to rubella, and documentation satisfactory to COUNTY's Health Officer of the absence of tuberculosis disease.
13. CONTRACTOR LICENSING. CONTRACTOR must possess a current license to practice as a Clinical Psychologist; Marriage, Family, and Child Counselor; Clinical Social Worker; or Alcoholism Counselor. CONTRACTOR agrees to maintain such licensing during the entire term of this agreement. CONTRACTOR further agrees to disclose any restrictions or conditions placed on such licensing by the State licensing Board or other professional, legal or judicial body of competent jurisdiction
14. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding CONTRACTOR and further agrees to provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this Agreement is in effect.
15. MALPRACTICE CLAIMS. CONTRACTOR will notify COUNTY of any and all past negative professional malpractice judgments, awards, and/or settlements, and of any and all current or pending medical malpractice actions within fifteen (15) days of receipt of notice of such actions.
16. CONFLICT OF INTEREST. CONTRACTOR shall not use, directly or indirectly, clinics conducted by the COUNTY's Health Services Agency as a source of patients for CONTRACTOR's own private practice unless otherwise specifically permitted in other portions of this Agreement.
17. INDEPENDENT CONTRACTOR STATUS FACTORS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

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

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

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

In witness whereof, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
HSA Administrator

By: _____

Address:

Telephone:

Tax ID number:

Professional Licn. Number:

Approved as to insurances:

Janet McKinley 4-16-98
Chief, Risk Management Division

Approved as to form:

[Signature]
Assistant County Counsel