



county of Santa Cruz

45

SUSAN A. MAURIELLO, J.D., COUNTY ADMINISTRATIVE OFFICER

701 OCEAN STREET, SUITE 520
SANTA CRUZ, CA 95060
(408) 454-2 100 FAX: (408) 454-3420
TDD: (408) 454-2123

November 10, 1998

AGENDA: November 24, 1998

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

STATE MANDATED COST RECOVERY

Dear Members of the Board,

As you are aware, local governments are eligible to be reimbursed for the costs of new programs or increased levels of service mandated by state government.

On November 4, 1997 your Board approved a recommendation from the District Attorney to enter into an agreement with David M. Griffith & Associates (DMG) to prepare and submit cost claims retroactive to FY 1979-1980 for the Not Guilty by Reason of Insanity (NGI) mandate as prescribed by state law.

On August 4, 1998 your Board also approved a recommendation from the County Administrative Officer to amend this agreement to incorporate two changes. First, the date of the agreement was extended through June 30, 1999 to allow for state processing of claims and to address any questions that may arise. Since compensation is on a contingency fee basis, no additional costs were associated with this change.

The second change authorized the submission of claims for costs associated with services provided by the Public Defender in the defense of the NGI cases. Compensation is also on a contingency fee basis and will not exceed \$15,000 for these services. The NGI claim for the District Attorney and the Public Defender, totaling \$709,036, was submitted to the State Controller's Office in July 1998, with a decision expected by July 1999.

The purpose of this letter is to recommend a second amendment to this agreement. After review of the work performed by the contractor, it was determined expansion of the contractor's duties would be in the County's best interest. The specific changes include: (1) preparation and submission of all existing and new claims (in addition to the NGI claims) for the District Attorney and Public Defender; and (2) serving in an advisory capacity to assist the Sheriffs

Department in completing all existing and new claims. Approval of this recommendation will enable these three departments to better coordinate their claims processes, maximize the County's cost reimbursement effort and minimize potential audit adjustments by the State Controller's Office.


This request is coming to your Board at this time because a new multi-departmental claiming opportunity for the Sexually Violent Predator program was recently approved by the Commission on State Mandates and the claims will need to be submitted within the next few months. Reimbursement for these activities should result in major new revenues for the County.

The contractor will provide these services on a contingency fee basis and the cost will not exceed \$16,000. Payment will be made from actual reimbursements received from the State. The contractor's fee will be allocated among the departments commensurate with the scope of work. In addition, the cost of this contract is fully reimbursable under the state program and will be submitted as part of next fiscal year's cost claims.

It is therefore RECOMMENDED that your Board:

- (1) Approve the second contract amendment with David M. Griffith & Associates Ltd. for services relating to claims administration associated with specific state mandated cost recovery activities.
- (2) Authorize the County Auditor-Controller to: (a) encumber the attached estimated -contract expenditures and accept unanticipated revenues in the amount of \$16,000 to fully offset the cost of the contract; and (b) realign the amounts, as needed, upon receipt of funds later this fiscal year.

Very truly yours,



SUSAN A. MAURIELLO
County Administrative Officer

Attachments

cc: Auditor-Controller
District Attorney
Public Defender
Sheriff
David M. Griffith & Associates

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from State of California
for SB 90 State Mandated Activities program: and

WHEREAS, the County is recipient of funds in the amount of \$16,000 _____ which are
either in excess of those anticipated or are not specifically set forth in the current fiscal year
budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c) / 29064(b), such funds may be
made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$16,000 _____ into
Department District Attorney, Public Defender and Sheriff

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
	272100	3665 0872		\$8,000
	591000	3665 0872		\$5,000
	661200	0872		\$3,000

and that such funds be and are hereby appropriated as follows:

T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
	272100	3665			\$8,000
	59 1000	3665			\$5,000
	661200	3665			\$3,000

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and
that the Revenue(s) (has been) (will be) received within the current fiscal year.

By _____
Department Head

Date _____

COUNTY ADMINISTRATIVE OFFICER

 X /

Recommended to Board

 /

Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 19____ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Henry A. Oberhelman Jr.
County Counsel 12/16/97

AS TO ACCOUNTING DETAIL:

Wanda 11/10/98
At&or-Controller

Distribution:

Auditor-Controller

County Counsel

County Administrative Officer

Originating Department

AUD60 (REV 12/97)

c:\audit\aud60.wpd

Page 2 of 3

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: County Administrative Officer (Dept.)

Janette Michael (Signature) 11/10/98 (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 Santa Cruz County Administrative Office (Agency)
and, David M. Griffith & Associates (Name & Address)
- The agreement will provide an expanded scope of services for 1) preparation and submittal of all state mandated claims for the District Attorney and the Public Defender and ('2) assistance to the Sheriff's Department in completing all existing and new claims.
- The agreement is needed to maximize claiming opportunities pertaining to direct and indirect services mandated by state government
- Period of the agreement is from November 24, 1998 to June 30, 1999
- Anticipated cost is \$16,000: \$8,000 for the District Attorney 272100; (\$16,000 Fixed amount; Monthly rate; Not to exceed)
\$5,000 for the Public Defender 591000; \$3,000 for the Sheriff 661200
- Remarks: Agenda 1 1/24/98

7. Appropriations are budgeted in DA/Criminal Prosecution Bud9 Index 272100 Subobject 3665
Public Defender Budg Index 591000 (Index#) 3665 Subobject)
Sheriff Budg Index 661200 3665 6672

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

Appropriations are available and have been encumbered. Contract No. 81545 Amend 2 Date 11/10/98
are not will be
GARY A. KNUTSON, Auditor - Controller
By Janette Michael Deputy.

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

Remarks: jm (Analyst)
Agreement approved as to form. Date _____

County Administrative Officer
By Janette Michael Date 11/10/98

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.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) §§

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

County Administrative Officer
By _____ Deputy Clerk

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**SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. 71545**

The parties hereto agree to amend that certain Agreement dated November 4, 1997 and First Amendment dated August 4, 1998, by and between the COUNTY OF SANTA CRUZ and DAVID M. GRIFFITH & ASSOCIATES, LTD. The following Sections are added:

1.1 EXPANDED DUTIES. During FY 1998-99, CONTRACTOR agrees to exercise special skill and provide all necessary services as follows: to prepare and file the 1998 Annual Fall Claims (due January 15, 1999) and all other eligible new claims in FY 1998-99 (including new mandate claims approved by the Commission on State Mandates, new claims the Commission is expected to be approved, and all other claims for which claiming instructions are issued) for the District Attorney and Public Defender.

During FY 1998-99, CONTRACTOR will also assist the Sheriffs department in completing state mandated cost claim activities: (1) meet and consult with department staff on 1998 Annual Fall Claims and all other eligible new claims; and (2) prepare a management report recommending possible improvements to the department's claiming activities.

Attachment A of this contract amendment lists all of the known claims to date.

CONTRACTOR will monitor the general payment status of all claims submitted to the State by the CONTRACTOR pursuant to this agreement. CONTRACTOR will assist in negotiations pertaining to claims prepared and submitted by the CONTRACTOR and with any claims that are audited by the State Controller's Office.

CONTRACTOR will work with County staff as far in advance as possible to begin documenting costs, even before the applicable claiming instructions are released, and will make a good faith effort to minimize any additional work or disruption on other local staff activities.

2.1 COMPENSATION FOR EXPANDED DUTIES. In consideration for the work specified in Section 1.1, COUNTY agrees to pay CONTRACTOR a fee equal to twenty percent (20%) of all claims filed and paid by the State to a maximum of sixteen thousand dollars (\$16,000). Payment shall be made from monies actually received from the State and is due upon receipt of invoice. It is the County's responsibility to inform the CONTRACTOR of payments made for any claims filed by the CONTRACTOR.

3.1 TERM FOR SECOND AMENDMENT. The term of this Second Amendment shall be November 24, 1998 through June 30, 1999.

All other provisions of said Agreement and First Amendment shall remain the same.

**SECOND AMENDMENT-ATTACHMENT A
STATE MANDATED CLAIMS REIMBURSEMENT**

CLAIM	DISTRICT ATTORNEY	PUBLIC DEFENDER	SHERIFF
<i>DMG to provide all necessary services to prepare claims, review findings with County staff and file claims with the State:</i>			
NGI - Not Guilty by Reason of Insanity (current contract)	X	X	
SVP - Sexually Violent Predators (new state claim)	X	X	
MDSO - Mentally Disordered Sexual Offenders	X	X	
Search Warrant Aids	X		
Child Abduction	X		
Crime Victims Rights	X		
New claims	X	X	
<i>DMG to meet and consult with department staff on all state mandated claims and prepare management report recommending possible improvements:</i>			
NGI - Not Guilty by Reason of Insanity			X
SVP - Sexually Violent Predators (new state claim)			X
MDSO - Mentally Disordered Sexual Offenders			X
Search Warrant Aids			X
Prisoner Parental Rights			X
Inmate AIDS			X
Threats Against Peace Officers			X
Stolen Vehicle Notification			X
Booking Verification - Misdemeanors			X
Rape Victim Notification			X
Cancer Presumption			X
47 Day Claims			X
Domestic Violence Arrest (new state claim)			X
Domestic Violence Incident Reporting (new state claim)			X
Sudden Infant Death Syndrome - Coroner Cases			X
New claims			X

Dated: _____

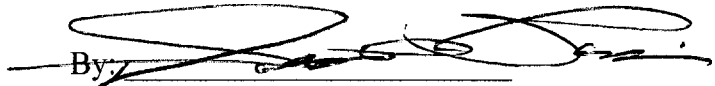
COUNTY OF SANTA CRUZ

By: _____

Susan A. Mauriello, County Administrative Officer


Dated: 11-13-98

CONTRACTOR

By: 

Allan P. Burdick, Vice President
David M. Griffith & Associates Ltd.
4320 Auburn Blvd., Ste 2000
Sacramento, CA 9584 1
(916)485-8102

APPROVED AS TO FORM:


County Counsel

Distribution: County Administrative Office
Auditor-Controller
County Counsel
District Attorney
Public Defender
Risk Management
Sheriff
David M. Griffith & Associates

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. 71545**

The parties hereto agree to amend that certain Agreement dated November 4, 1997, by and between the COUNTY OF SANTA **CRUZ** and DAVID M. GRIFFITH & ASSOCIATES, LTD. The following Sections are deleted and replaced as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result: As per Attachment (A), prepare and submit cost claims for the Not Guilty by Reason of Insanity Mandate as prescribed by Chapter 1114, Statutes of 1979 for fiscal years 1979-80 (9/28-6/30) through 1996-97 and 1997-98 for the District Attorney's Office and claims for FY 1979-80 to 1996-97 for the Public Defender's Office.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: As per Attachment (A), for all services provided pursuant to Scope of Services (2)A and for companion services to these claims described under Scope of Services (2)B, C, D, County agrees to pay Consultant fee equal to thirty percent (30%) of all claim(s) filed and paid by the State to a maximum of fifteen thousand dollars (\$15,000) for the District Attorney's Office and all claim(s) filed and paid by the State to a maximum of fifteen thousand dollars (\$15,000) for the Public Defender's Office.

3. **TERM.** The term of this contract shall be: November 4, 1997 through June 30, 1999.

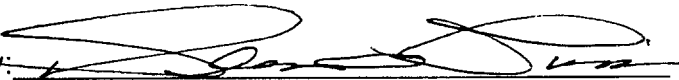
All other provisions of said Agreement shall remain the same.

Dated: 8/10/98

COUNTY OF SANTA CRUZ

By: 
County Administrative Officer

CONTRACTOR

By: Address: 4320 Auburn Blvd., Suite 2000
Sacramento, CA 95841Telephone: (916) 485-8102

APPROVED AS TO FORM:

D. M. Roe 8-3-98
County CounselDistribution: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
District Attorney
Public Defender
Contractor

ATTACHMENT A

STATE MANDATED COST CLAIMS FOR NOT GUILTY BY REASON OF INSANITY

The following sections are deleted and replaced as follows:

- (1) Scope of Services. The Consultant shall do, perform, and carry out in a good and professional manner the following services subject to the provisions of Section 6 below. These services will be provided to the District Attorney's Office and the Public Defender's office, exclusive of all other County of Santa Cruz departments.
 - A. Prepare and submit cost claims for the Not Guilty by Reason of Insanity mandate as prescribed by Chapter 1114, Statutes of 1979 for fiscal years 1979-80 (9/28-6/30) through 1996-97 and 1997-98 for the District Attorney's Office and claims for 1979-80 to 1996-97 for the Public Defender's Office.
 - B. Monitor the general payment status of all claims submitted on behalf of the County Departments pursuant to this Agreement.
 - C. Assists the County Departments in negotiations pertaining to claims submitted.
 - D. Assist the County Departments with any claims filed by the Consultant that are audited by the State Controller's Office.
- (3) Compensation. The total compensation due the Consultant will be in accordance with the following provisions:

For all of the services provided pursuant to Scope of Services (2) A and for companion services to these claims described under Scope of Services (2) B, C, and D, the County agrees to pay the Consultant a fee equal to thirty percent (30%) of all claim(s) filed and paid by the State to a maximum of fifteen thousand dollars (\$15,000) for the District Attorney's Office and of all claim(s) filed and paid by the State to a maximum of fifteen thousand dollars (\$15,000) for the Public Defender's Office.

- (9) Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

County Administrative Office
County of Santa Cruz
701 Ocean Street, Room 520
Santa Cruz, CA 95060
Attn: Carol Girvetz

David M. Griffith & Associates
4320 Auburn Blvd., Suite 2000
Sacramento, CA 95841

s:\aggriff

Contract No. 71545

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 4th day of November, 1997, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and DAVID M. GRIFFITH & ASSOCIATES, LTD., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
As per ATTACHMENT [A], prepare and submit cost claims for the Not Guilty by Reason of Insanity Mandate as prescribed by Chapter 1114, Statutes of 1979 for fiscal years 1979-80 (9/28 - 6/30) through 1996-97 and 1997-98 estimate cost claim to be submitted to the State by November 30, 1997.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:
As per ATTACHMENT [A], for all services provided pursuant to SCOPE OF SERVICES (2)A and for companion services to these claims described under SCOPE OF SERVICES (2)B,C,D, County agrees to pay Consultant fee equal to thirty percent (30%) of all claims(s) filed and paid by the State to a maximum of fifteen thousand dollars (\$15,000).

3. TERM. The term of this contract shall be:
November 4, 1997 through June 30, 1997.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 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, 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 in-

(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 reasonably 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 to be 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 an additional insured 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:

(Department should fill in the full name/title and address of the person/ position responsible for the Agreement)."

(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:

(Department should fill in the full name/title and address of the person/ position responsible for the Agreement).

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

demnification 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, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with 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. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

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

(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 \$_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____/_____.

B. Other Insurance Provisions

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, sex, 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. 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, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

(3) In the event of 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.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. 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

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X/7

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.

9. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

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. 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.

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12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

ATTACHMENT [A]/SCOPE OF SERVICES
ATTACHMENT [B]/GENERAL LIABILITY INSURANCE REQUIREMENT

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: [Signature] By: [Signature]

Address: 4230 AUBURN BLVD, SUITE 2000
SACRAMENTO, CA 95814

ARTHUR DANNER III, DISTRICT ATTORNEY
 COUNTY OF SANTA CRUZ

Tel phone: (916) 485-8102

2. APPROVED AS TO INSURANCE:

By: [Signature]
 Risk Management

3. APPROVED AS TO FORM:

By: [Signature]
 Asst. County Counsel

DISTRIBUTION: County Administrative Office
 Auditor-Controller
 County Counsel
 Risk Management
 Contractor

FMTI CA

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____, dated _____,
by and between County of Santa Cruz (hereinafter called COUNTY) and
_____ (hereinafter called
CONTRACTOR) is amended to read as follows:

_____/____ 1. Guest Soeaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the re-
sult required by this Agreement by manner and means similar to
those employed by a guest speaker, namely by oral and documentary
presentation to a group of persons such that no person will be
exposed to reasonably foreseeable risk of personal injury or prop-
erty damage. In reliance thereon, COUNTY amends the Comprehensive
or Commercial General Liability Insurance requirement of said
Agreement by waiving same.

_____/____ 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the re-
sult required by this Agreement by manner and means similar to
those employed by a teacher, instructor, or trainer and subject
to the following limitations: (1) the results will be accom-
plished entirely within a classroom setting; (2) no minors will
be involved, or, if minors will be involved, the teaching, in-
structing, or training accomplished (and the activity(ies) in-
volved) will be by such manner and means that a minor of the
youngest age allowed to be involved will not be exposed to any
reasonably foreseeable risk of personal injury; and (3) no person
will be exposed to reasonably foreseeable risk of personal injury
or property damage. In reliance thereon, COUNTY amends the Com-
prehensive or Commercial General Liability Insurance requirements
of said Agreement by waiving same.

_____/____ 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the re-
sult required by this Agreement by manner and means which will
expose no person to reasonably foreseeable risk of personal injury
or property damage, namely as follows:

IN-DEPENDENT CONTRACT WILL PROVIDE FOR COST CLAIMING SERVICES
ONLY, AS PER CHAPTER 1114, STATUTES OF 1979.

In reliance thereon, COUNTY amends the Comprehensive or Commer-
cial General Liability Insurance requirements of said Agreement
by waiving same.

The above paragraph(s) shall be operative if initialed by both parties
in the space provided, effective NOVEMBER 4, 1997
date

COUNTY OF SANTA CRUZ

By: _____

CONTRACTOR

9/92 ALLAN P. BURDICK Attachment B
Vice President

By: _____

ARTHUR DANNER III, DISTRICT ATTORNEY

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ATTACHMENT A
STATE MANDATED COST CLAIMS FOR
NOT GUILTY BY REASON OF INSANITY

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- (1) Scope of Services. The Consultant shall do, perform, and carry out in a good and professional manner the following services subject to the provisions of Section 6 below. These services will be provided to the District Attorney's Office, exclusive of all other County of Santa Cruz departments.
- A. Prepare and submit cost claims for the Not Guilty By Reason of Insanity mandate as prescribed by Chapter 1114, Statutes of 1979 for fiscal years 1979-80 (9/28 - 6/30) through 1996-97 and 1997-98 estimate cost claim to be submitted to the State by November 30, 1997.
 - B. Monitor the general payment status of all claims submitted on behalf of the County Department pursuant to this Agreement.
 - C. Assist the County Department in negotiations pertaining to claims submitted.
 - D. Assist the County Department with any claims filed by the Consultant that are audited by the State Controller's office.
- (2) Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion in order to best carry out the purposes of the agreement. All claim filing services required hereunder shall be completed by the required date for each specific claim.
- (3) Compensation. The total compensation due the Consultant will be in accordance with the following provisions:
- For all of the services provided pursuant to Scope of Services (2) A and for **companion services** to these claims described under Scope of Services (2) B, C, and D, the County agrees to pay the Consultant a fee equal to thirty percent (30%) of all claim(s) filed and **paid** by the State to a maximum of fifteen thousand dollars (\$15,000).
- (4) Method of Payment. The County Department agrees to pay the Consultant in accordance with the provisions of this paragraph.
- Payment for contingent claiming shall be made from monies actually received from the State resulting from the Consultant's efforts. Monies received shall be defined as actual payments resulting from the Consultant's filing of actual and estimated state mandated cost reimbursement claim(s) listed in Scope of Services (2) A. The fee, which in no case shall exceed the maximum amount, is due within thirty days of County receipt of reimbursement from the State.
- (5) Waiver of Submission of Claim(s) Pursuant to Scope of Services (2) A. through D. Notwithstanding any other provisions of this Agreement, the submission of claims pursuant to Scope of Services (2) A. through D. may be waived in the following circumstances:

- A. At County Department Option. At the sole discretion of the County Department, the County Department may instruct the Consultant to not file a specific claim or claims pursuant to a specific State Claiming Instruction. Such direction must be in writing and provided to the Consultant at least thirty (30) days prior to the due date of the claim.
- B. At Consultant Option. At the sole discretion of the Consultant, the Consultant may notify the County Department of its intention to not pursue a specific claim and the reasons therefore. Such notification must be in writing and provided to the County Department not less than thirty (30) days prior to the due date of the claim. Should the Consultant not so notify the County Department, the County Department may expect the Consultant to pursue the claim if it is above the minimum limit set by the State.
- (6) Services and Materials to be Furnished by the County Department. The County Department shall provide assistance in the accumulation of data within program areas to facilitate claims submission. The Consultant shall assume all data so provided to be correct.
- (7) Information and Reports. The Consultant shall, at such time and in form as the County Department may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed claims and other information relative to the project as may be requested by the County Department. The Consultant shall furnish the County Department, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project.
- (8) Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on in the County Department.
- (9) Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Santa Cruz County District Attorney's Office
701 Ocean Street, Room 200
Santa Cruz, CA 95060
(Attn: Robert Galvan - Administrative Services Officer)

David M. Griffith & Associates, Ltd.
4320 Auburn Blvd., Suite 2000
Sacramento, CA 95841

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- (10) Completeness of Claims Filed. For claims filed, the Consultant shall file claims only in areas where the Consultant **filed claim will** result in additional claimed moneys on **behalf** of the County Department. The Consultant will make its best effort to include all costs but only warrants that the Consultant filed claims shall be greater than properly **filed** County Department claims.