



HEALTH SERVICES AGENCY  
ADMINISTRATION

# COUNTY OF SANTA CRUZ

## HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE  
SANTA CRUZ, CA 95061  
(408) 454-4066 FAX: (408) 454-4488  
TDD: (408) 454-4123

November 18, 1998

AGENDA: November 24, 1998

BOARD OF SUPERVISORS  
County of Santa Cruz  
**701** Ocean St.  
Santa Cruz, CA 95060

**SUBJECT: APPROVAL OF 1998199 LOCUM TENENS AGREEMENTS FOR  
PSYCHIATRY SERVICES**

Dear Board Members:

Community Mental Health recently received a resignation effective November 25, 1998, from its only staff Child Psychiatrist. With this resignation, Mental Health Services will have 2.5 psychiatry vacancies out of a total of 7.0 budgeted FTEs.

Previously, coverage for psychiatric staff vacancies has been provided by local psychiatrists who have extended treatment services to County patients via a contract with the County. Unfortunately, there are no community based child psychiatrists interested in providing services during this interim period until February or March, 1999, when Mental Health expects to be able to hire a new Child Psychiatrist.

To provide required necessary coverage, Mental Health is proposing to enter into agreements with two healthcare locum tenens organizations, CompHealth, Inc. of Salt Lake City and Quest Staffing Solutions, Inc. of Atlanta for the purpose of providing the County with qualified psychiatrists until staff vacancies can be filled. The agreements call for payment of all-inclusive rates of \$97 per hour, and \$100 per hour which are about 15% higher than the rate (\$85) of the existing hourly psychiatry contract.

The proposed agreement with CompHealth, Inc. contains language which differs from typical County contract requirements in three areas. As written, the County agrees to: (1) not being indemnified except for professional liability; however, contractor's Psychiatrists(s) will be covered by County's own general liability and professional liability policies; (2) CompHealth assumes no responsibility for social security, federal or state taxes, workers' compensation, unemployment or health insurance on behalf of

Psychiatrist(s); the County could, in the future, become liable for same; and (3) the County agrees to a provision allowing the prevailing party reimbursement for expenses incurred to enforce this agreement.

These differences from County standards are acceptable to HSA due to the severity of the psychiatry staffing crisis and the proposed short term use of the locum tenens agreements. The changes have also been reviewed with County Counsel and Risk Management.

Mental Health's departing Child Psychiatrist currently has a caseload of 300 children and adolescents receiving services in both North and South County clinics. Community Mental Health has a legal, as well as ethical, responsibility to continue treating these children and their families. Given existing staff vacancies and the unwillingness of local child psychiatrists to provide services under contract, utilizing locum tenens psychiatrists is the most feasible available option. The cost of these agreements will be managed within the current Mental Health Services budget. The Agency's interim plan to cover vacancies has been discussed with the appropriate organization representing the effected employee. No additional County funds will be required.

It is, therefore, RECOMMENDED that your Board:

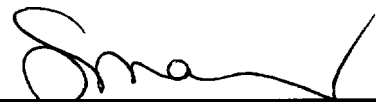
1. Approve two 1998/99 Community Mental Health agreements (CompHealth, Inc., at the rate of \$97/hour; Quest Staffing Solutions, Inc., at the rate of \$100/hour), and authorize the Health Services Administrator to sign the agreements.

Sincerely,

  
 Charles M. Moody, Administrator  
 Health Services Agency

CM/PS/amg  
Attachments

RECOMMENDED:

  
 \_\_\_\_\_  
 Susan A. Mauriello  
 County Administrative Officer

- cc:    CAO Office  
       Auditor-Controller  
       County Counsel  
       SEIU
- HSA Administration  
       Community MH Administration  
       Personnel

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

173

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

FROM: HEALTH SERVICES (Mental Health) (Dept.)  
C. Moody (Signature) 11/10/98 e )

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 (Community Mental Health) (Agency) and CompHealth, Inc., P.O. Box 57915, Salt Lake City, Utah 84157 (Name & Address)
- The agreement will provide Mental Health with qualified locum tenens Psychiatrist(s)
- The agreement is needed, to provide the above
- Period of the agreement is from November 30, 1998 to June 30, 1999
- Anticipated cost is \$ 52,000 through June 30, 1999 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Auditor: This is new Agreement for 1998-99

7. Appropriations are budgeted in 363141 (Index#) 3647 (Subobject)

10-300 NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. COSTED 081752 Date 11/12/98  
are not available and will be encumbered.  
GARY A. KNUTSON, Auditor - Controller  
By Linda Chou Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the \_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_

Remarks: LS (Analyst) County Administrative Officer  
By LS Date 11/12/98

Agreement approved as to form. Date \_\_\_\_\_

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

35

Contract No.: CO8TBD  
 Index No.: 363141/363170  
 Subobject: 3647

**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY  
 INDEPENDENT CONTRACTOR AGREEMENT**

This CONTRACT is entered into this 30<sup>th</sup> day of **November 1998**, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and **CompHealth, Inc.**, hereinafter called CONTRACTOR. The parties agree as follows:

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

To provide COUNTY'S Health Services Agency with qualified locum tenens Psychiatrist(s) for the purpose of meeting the medical staffing needs of the Mental Health Division. CONTRACTOR duties further delineated in Attachment A.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR at the rate of \$97.00 per hour. Compensation includes all transportation costs and all per diem costs necessary to accomplish the result contracted for.

CONTRACTOR shall bill COUNTY monthly. Claims shall be sent to **Neal Adams, M.D., Medical Director, Community Mental Health, P.O. Box 962, Santa Cruz, CA 95061.**

3. TERM. The term of this contract shall be from the date of execution until **June 30, 1999.**
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 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 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 contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of 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, subcontractors and agents engaged in the performance of this Contract (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 Contract (and any extensions thereof), shall obtain and maintain professional liability for each subcontractor as set forth in Paragraph 6 (l)(d) below. 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. In addition, CONTRACTOR shall be responsible for providing evidence to COUNTY that each subcontractor maintains the insurance set forth in Paragraphs 6 (l)(a), 6 (l)(b), and 6 (1)( c). CONTRACTOR shall provide evidence of insurance coverage for each subcontractor as follows:

**(1) Types of Insurance and Minimum Limits**

(a) Psychiatrists shall maintain Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.

(b) Psychiatrists shall maintain Automobile Liability Insurance for any vehicle 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,

(c) Psychiatrists shall maintain 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:

(d) CONTRACTOR shall maintain Professional Liability Insurance in the minimum amount of \$1 ,000,000 combined single limit.

**(2) Other Insurance Provisions**

(a) 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 and CONTRACTOR agrees to require that each subcontractor adhere to the same requirement. CONTRACTOR and any subcontractors may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement 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.

(b) 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".

(c) 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: **Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061.**

(d) CONTRACTOR agrees to provide its insurance broker(s) as well as the insurance broker for each subcontractor with a full copy of these insurance provisions and provide COUNTY within 10 days of the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to: **Claims Desk, Health Services 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 shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, mental or physical disability, medical condition (cancer related), marital status, gender, pregnancy, sexual orientation, age (over 18), veteran status or any other nonmerit 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.

"Discriminate, Discrimination or Discriminatory" - shall mean any act, policy or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's age (over 18), race, color, creed, religion, national origin, ancestry, mental or physical disability, marital status, pregnancy, gender, or sexual orientation. "Discrimination" includes the assertion of an otherwise valid reason for action as a subterfuge or pretext for prohibited discrimination.

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, mental or physical disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 18), veteran status, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good

Contract No.: TBD, 1998-99

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 Owned 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 gender, race, 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 contract or with any of the said rules, regulations, or orders this CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Paragraph 7 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 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 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 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.
- 12. TRAVELING EXPENSES, FOOD AND LODGING. CONTRACTOR shall not make any additional claim for travel expense, food or lodging related to this Agreement.
- 13. ATTACHMENTS. This Agreement includes the following: Attachment A, Additional Duties and Responsibilities.

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

COUNTY OF SANTA CRUZ

CONTRACTOR

\_\_\_\_\_  
Charles Moody  
Health Services Administrator

\_\_\_\_\_  
CompHealth, Inc.  
P.O. Box 57915  
Salt Lake City, Utah 84157-0915



Approved as to Insurances:

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Risk Management Division Chief

Approved as to Form:

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County Counsel

**Distribution:**

County Administrative Office

County Counsel

Auditor-Controller

Health Services Agency

Community Mental Health

Contractor

COUNTY OF SANTA CRUZ  
AND  
COMPHEALTH, INC.

**Additional Duties and Responsibilities**

CONTRACTOR shall:

1. Provide documentation of Psychiatrist(s) licensure and credentials.
2. Provide COUNTY with Psychiatrist(s) acceptable to COUNTY'S Mental Health Medical Director.
3. Reimburse Psychiatrist(s) directly.
4. Pay for Professional Liability (i.e., malpractice) insurance for any and all Psychiatrist(s) provided under this Agreement to COUNTY. This is in excess of any Professional Liability insurance maintained by Psychiatrist(s) or COUNTY and shall be considered primary coverage.
5. Provide documentation that Psychiatrist(s) meet all insurance requirements specified in Paragraph 6 (pp.1-3) above with the exception of Professional Liability coverage which will be provided by CONTRACTOR.

COUNTY shall:

1. Treat curriculum vitae and Psychiatrist referrals received from CONTRACTOR as confidential and for COUNTY use only.
2. Not disclose or discuss CONTRACTOR fees with any Psychiatrist(s) provided to COUNTY by CONTRACTOR.

COUNTY OF SANTA CRUZ

181

REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: HEALTH SERVICES (Mental Health) (Dept.)
C Moody (Signature) 11/10/98 (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 (Community Mental Health) (Agency)
and Quest Staffing Solutions, kc., 500 Northridge Rd., Ste. 500, Atlanta, Georgia (Name & Address)
30350

2. The agreement will provide Mental Health with qualified locum tenens Psychiatrist(s)

3. The agreement is needed to provide the above.

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

5. Anticipated cost is \$ 52,000 through June 30, 1999 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Auditor: This is a new Agreement for 1998-99

7. Appropriations are budgeted in 363170 (Index#) 3647 (Subobject)

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

10-300 Appropriations are available and have been encumbered. Contract No. 008TBD C081753 Date 11/12/98

GARY A. KNUTSON, Auditor - Controller

By Linda Chou Deputy.

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

(Agency).

Remarks: (Analyst)

County Administrative Officer
By G. Schatz Date 11/12/98

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
Deputy Clerk

95

Contract No.: CO8TBD  
 Index No.: 363141/363170  
 Subobject: 3647

**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY  
 INDEPENDENT CONTRACTOR AGREEMENT**

This CONTRACT is entered into this 30<sup>th</sup> day of **November 1998**, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and **Quest Staffing Solutions, Inc.**, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:  
  
 To provide COUNTY'S Health Services Agency with qualified locum tenens Psychiatrist(s) for the purpose of meeting the medical staffing needs of the Mental Health Division. CONTRACTOR duties further delineated in Attachment A.
  
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR at the rate of \$100.00 per hour. Compensation includes all transportation costs and all per diem costs necessary to accomplish the result contracted for.  
  
 CONTRACTOR shall bill COUNTY monthly. Claims shall be sent to **Neal Adams, M.D., Medical Director, Community Mental Health, P.O. Box 962, Santa Cruz, CA 95061.**
  
3. TERM. The term of this contract shall be from the date of execution until **June 30, 1999.**
  
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 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 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 contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of 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, subcontractors and agents engaged in the performance of this Contract (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 Contract (and any extensions thereof), shall obtain and maintain professional liability for each subcontractor as set forth in Paragraph 6 (l)(d) below. 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. In addition, CONTRACTOR shall be responsible for providing evidence to COUNTY that each subcontractor maintains the insurance set forth in Paragraphs 6 (l)(a), 6 (l)(b), and 6 (1)( c). CONTRACTOR shall provide evidence of insurance coverage for each subcontractor as follows:

**(1) Types of Insurance and Minimum Limits**

(a) Psychiatrists shall maintain Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.

(b) Psychiatrists shall maintain Automobile Liability Insurance for any vehicle 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.

(c) Psychiatrists shall maintain 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.

(d) CONTRACTOR shall maintain Professional Liability Insurance in the minimum amount of \$1 ,000,000 combined single limit.

**(2) Other Insurance Provisions**

(a) 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 and CONTRACTOR agrees to require that each subcontractor adhere to the same requirement. CONTRACTOR and any subcontractors may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement 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.

(b) 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”.

(c) 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: **Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061.**

(d) CONTRACTOR agrees to provide its insurance broker(s) as well as the insurance broker for each subcontractor with a full copy of these insurance provisions and provide COUNTY within 10 days of the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to: **Claims Desk, Health Services 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 shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, mental or physical disability, medical condition (cancer related), marital status, gender, pregnancy, sexual orientation, age (over 18), veteran status or any other nonmerit 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.

“Discriminate, Discrimination or Discriminatory” - shall mean any act, policy or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person’s **age** (over 18), race, color, creed, religion, national origin, ancestry, mental or physical disability, marital status, pregnancy, gender, or sexual orientation. “Discrimination” includes the assertion of an otherwise valid reason for action as a subterfuge or pretext for prohibited discrimination.

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, mental or physical disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 18), veteran status, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good

Contract No.: TBD, 1998-99

faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned 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 gender, race, 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 contract or with any of the said rules, regulations, or orders this CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Paragraph 7 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 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 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 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.
- 12. TRAVELING EXPENSES, FOOD AND LODGING. CONTRACTOR shall not make any additional claim for travel expense, food or lodging related to this Agreement.
- 13. ATTACHMENTS. This Agreement includes the following: Attachment A, Additional Duties and Responsibilities.

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

COUNTY OF SANTA CRUZ

CONTRACTOR

\_\_\_\_\_  
Charles Moody  
Health Services Administrator

\_\_\_\_\_  
Quest Staff Solutions, Inc.  
500 Northridge Road, Suite 500  
Atlanta, Georgia 30350



Approved as to Insurances:

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Risk Management Division Chief

Approved as to Form:

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County Counsel

**Distribution:**

County Administrative Office  
County Counsel  
Auditor-Controller  
Health Services Agency  
Community Mental Health  
Contractor

COUNTY OF SANTA CRUZ  
AND  
QUEST STAFFING SOLUTIONS, INC.

**Additional Duties and Responsibilities**

CONTRACTOR shall:

1. Provide documentation of Psychiatrist(s) licensure and credentials
2. Provide COUNTY with Psychiatrist(s) acceptable to COUNTY'S Mental Health Medical Director.
3. Reimburse Psychiatrist(s) directly.
4. Pay for Professional Liability (i.e., malpractice) insurance for any and all Psychiatrist(s) provided under this Agreement to COUNTY. This is in excess of any Professional Liability insurance maintained by Psychiatrist(s) or COUNTY and shall be considered primary coverage.
5. Provide documentation that Psychiatrist(s) meet all insurance requirements specified in Paragraph 6 (pp.1-3) above with the exception of Professional Liability coverage which will be provided by CONTRACTOR.

COUNTY shall:

1. Treat curriculum vitae and Psychiatrist referrals received from CONTRACTOR as confidential and for COUNTY use only.
2. Not disclose or discuss CONTRACTOR fees with any Psychiatrist(s) provided to COUNTY by CONTRACTOR.
3. Pay CONTRACTOR a recruitment fee in an amount not to exceed \$24,000 for any Psychiatrist introduced by CONTRACTOR or who has provided services to COUNTY through CONTRACTOR and who:
  - a. accepts a permanent position with COUNTY'S Health Services Agency within two (2) years of the termination of this Agreement pursuant to which the Psychiatrist was introduced or provided; or
  - b. engages in an independent contract for locum tenens coverage for COUNTY'S Health Services Agency within two (2) years of the termination of this Agreement.