

# COUNTY OF SANTA CRUZ

## REQUEST FOR APPROVAL OF AGREEMENT

215

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

FROM: Human Resources Agency (Dept.)  
William Alcon (Signature) 1/21/99 (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 Human Resources Agency (Agency)  
and, Community Action Board, Davenport Resource Center, 501 Soquel Ave., # E, Santa Cruz, CA 95060 (Name & Address)
2. The agreement will provide improved access to low cost health care  
coverage for low income residents of Santa Cruz County
3. The agreement is needed. to implement Packard Health Care Outreach Grant # 98-3452
4. Period of the agreement is from 2/1/99 to 6/30/99
5. Anticipated cost is \$ 2,350 (\$470/month) (~~Fixed amount~~; Monthly rate; ~~Not to exceed~~)
6. Remarks: Contract term: 2/1/99 - 7/31/00 Amount \$8,420  
W-9 on file Contact: C. Wildman, x 8508
7. Appropriations are budgeted in 392400 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 81782 Date 1/25/99  
are not will be  
encumber \$2,350.-  
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 Human Resources Agency Administrator to execute the same on behalf of the Human Resources Agency (Agency).

Remarks: LG (Analyst) County Administrative Officer Ed Schum Date 1/29/99  
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.

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

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INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this first day of February, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and COMMUNITY ACTION BOARD, DAVENPORT RESOURCE CENTER, hereinafter called CONTRACTOR. The parties agree as follows:

1. ~~DUTIES~~ CONTRACTOR agrees to exercise special skill to accomplish the following result:
  - A. All duties and responsibilities as outlined in the Health Care Outreach in Santa Cruz County Grant funded by the Packard Foundation and approved by the Santa Cruz County Board of Supervisors on November 10, 1998.
  - B. Track outcome measurements and provide data in a timely manner, as requested by the Health Care Outreach Project Coordinator to ensure that grant reporting requirements are met.
  - C. Appoint an agency representative to attend Coalition meetings.
  - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Packard Foundation for their approval.
  - E. Assist COUNTY to maximize Federal Medi-Cal revenue as outlined in Attachment D, entitled Medi-Cal Administration.
2. COMPENSATION.
  - A. In consideration of services rendered, County shall pay CONTRACTOR on the basis of 18 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$8,420 for the period of February 1, 1999 through July 31, 2000.
  - B. Monthly claims shall be submitted to:  
Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061  
Attn: FK33
3. TERM. The term of this contract shall be February 1, 1999 through July 31, 2000.
4. ~~EARLY TERMINATION.~~ to 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, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS 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, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, © broad form property damage, (d) contractual liability, and (e) cross-liability.
- (4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY  
\_\_\_\_/\_\_\_\_.

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 years after the expiration of the 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."*

Initials:   
2 CONTRACTOR/COUNTY

- (3) All the 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: Human Resources Agency, P.O. Box 1320, Santa Cruz, CA 95061 ATTN: Claudine Wildman "*

- (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: Human Resources Agency P.O. Box 1320, Santa Cruz, CA 95061 ATTN: Claudine Wildman,

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), 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, handicap or 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 \$50,000.00 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. PARTISAN POLITICAL ACTIVITIES: No monies, property or services received by CONTRACTOR under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

9. ~~RELIGIOUS WORSHIP~~: no religious worship, instruction or proselytization as part of or in connection with the CONTRACTOR'S performance of this Agreement.
10. COMPLIANCE WITH APPLICABLE LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal, State and County governments in operating these programs, including Titles II and III of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.
11. CONFLICT OF INTEREST: CONTRACTOR and its employees, and members including officers of its governing board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.
11. 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 (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 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 judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

12. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
13. 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.
14. 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.
15. ATTACHMENTS. This Agreement includes the following attachments:

Attachment A: Amendment of Automobile Liability Insurance.

Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance.  
Attachment C: Insurance Representations by Contractor  
Attachment D: Medi-Cal Administration

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Human Resources Agency

By: Christine Lopez - CAB  
Address: 501 Soquel Ave., Suite E  
Santa Cruz, CA. 95062

Telephone: (831) 457-1741

Tax ID#: 94-2523780

APPROVED AS TO INSURANCE:

By: Janet McKinley 1-22-99  
Risk Management

APPROVED AS TO FORM:

By: Joe M. Scott  
County Counsel

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

AMENDMENT OF AUTOMOBILE INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and \_\_\_\_\_ (hereinafter called CONTRACTOR) is amended to read as follows:

\_\_\_/\_\_\_ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000.00 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_.

Initials: SM  
CONTRACTOR/COUNTY

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 Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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 property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

\_\_\_/\_\_\_ 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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 accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive 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 result 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 reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_.



INSURANCE REPRESENTATIONS BY CONTRACTOR

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On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

  /   Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

  /   Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

  /   Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_

Initials:                       
CONTRACTOR/COUNTY

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## MEDI-CAL ADMINISTRATION

This attachment provides the framework for participating in the Medi-Cal Administrative Activities (**MAA**) program. Participation in this program will allow CONTRACTOR to receive reimbursement, in the form of a contract extension to this Agreement, to provide continued outreach services to the community.

## MUTUAL OBJECTIVES - Medi-Cal Administration

Both parties to this Agreement desire:

1. To assure that all Title XIX potentially eligible individuals and their families, where appropriate, served by CONTRACTOR, are informed of the Medi-Cal program, and about Medi-Cal covered services.
2. To assure that assistance is provided by CONTRACTOR to Medi-Cal eligible individuals, and their families where appropriate, in facilitating their receipt of Medi-Cal covered services.

## RESPECTIVE RESPONSIBILITIES - Medi-Cal Administration

COUNTY agrees to:

1. Submit CONTRACTOR **MAA** claims to STATE.
2. Forward CONTRACTOR **MAA** claim funds to CONTRACTOR, in the form of a contract extension, after their receipt from STATE.
3. Retain a fee equaling 2% of claim funds received as a result of claim submittal to support the administration of the **MAA** program.
4. Designate an employee to act as liaison with CONTRACTOR for issues concerning the **MAA** program.
5. Maintain copy of CONTRACTOR **MAA** claims and associated backup documentation for a period of three years after claim submission; or, if an audit is in process, three years after the completion of the audit.
6. Make audit files available to STATE or Federal auditors and respond to inquiries concerning CONTRACTOR **MAA** claims.

CONTRACTOR agrees to:

1. Account for the activities of staff conducting **MAA** activities in accordance with the provisions of W & I Code 14132.47 via the STATE approved time survey instrument.
2. Designate an employee to act as liaison with COUNTY for issues concerning the **MAA** program.
3. Ensure all participating CONTRACTOR staff participating in Title XIX Medi-Cal administrative claiming are appropriately trained and kept informed of applicable **MAA** information and requirements for claiming.
4. Ensure that all **MAA** claiming is conducted in accordance with applicable County, State and federal regulations, policies and procedures.
5. Determine appropriate methodologies to compute the percentage of Medi-Cal recipients on a quarterly basis.
6. Develop guidelines for establishing and maintaining agency wide audit files that are consistent with procedures outlined by State and County, and ensure that audit files are kept current.
7. Ensure no duplicative billings.

8. Retain all appropriate records and documents for a three year period after the claim submittal or revision; or if an audit is in process, three years after the completion of the audit.

V. JOINT RESPONSIBILITIES - Medi-Cal Administration

COUNTY and CONTRACTOR hereby agree to comply with all the applicable laws governing the confidentiality of client information, for clients served under this Agreement. Applicable laws include, but are not limited to, 42 USC Section ~~1320c-9~~, 42 CFR Section 41,300, Welfare and Institutions Code, Section 14100.2 and 22 CCR Section 51009.

VI. FISCAL PROVISIONS - Medi-Cal Administration

1. COUNTY will be held harmless from any federal disallowance resulting from payment made to CONTRACTOR. If CONTRACTOR has received payments, it shall be liable for any federal disallowance made with respect to those payments. COUNTY shall recoup from CONTRACTOR the amount of any disallowance in the manner authorized by applicable laws and regulations.
2. Both parties to this Agreement recognize that CONTRACTOR is liable only for its own audit exception and has no liability for any other entity which may enter into a similar Agreement with the COUNTY or State for Medi-Cal Administration.

# COUNTY OF SANTA CRUZ

## REQUEST FOR APPROVAL OF AGREEMENT

226

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

FROM: \_\_\_\_\_ Human Resources Agency (Dept.)  
Deanne Allen (Signature) 1/21/99 (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 Human Resources Agency (Agency)  
and, \_\_\_\_\_ Food and Nutrition Services, WIC Program, 236 Santa Cruz Avenue, Aptos 95003 (Name & Address)
2. The agreement will provide \_\_\_\_\_ improved access to low cost health care coverage for low  
\_\_\_\_\_ income residents of Santa Cruz County
3. The agreement is needed. \_\_\_\_\_ to implement Packard Health Care Outreach Grant # 98-3452
4. Period of the agreement is from \_\_\_\_\_ 2/1/99 \_\_\_\_\_ to \_\_\_\_\_ 6/30/99
5. Anticipated cost is \$ \_\_\_\_\_ 6,000 \_\_\_\_\_ (\$1,200/month) (~~Fixed amount~~; Monthly rate; ~~Not to exceed~~)
6. Remarks: \_\_\_\_\_ Contract Term: 2/1/99 - 7/30/00 W-9 on file Contract Amount: \$21,000  
\_\_\_\_\_ Contact: C. Wildman x 8508
7. Appropriations are budgeted in \_\_\_\_\_ 392400 \_\_\_\_\_ (Index#) \_\_\_\_\_ 3665 \_\_\_\_\_ (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C081783 Date 1/25/99  
are not will be  
GARY A. KNUTSON, Auditor - Controller  
By Trinda Chou Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
Human Resources Agency Administrator \_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_  
Human Resources Agency \_\_\_\_\_ (Agency).

Remarks: \_\_\_\_\_ 4/4 (Analyst) By Ed Gub County Administrative Officer Date 1/29/99  
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.

ADM - 29 (6/95) **32**

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

INDEPENDENT CONTRACTOR A -

THIS AGREEMENT is entered into this first day of February, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and FOOD AND NUTRITION SERVICES, WIC PROGRAM, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
  - A. All duties and responsibilities as outlined in the Health Care Outreach in Santa Cruz County Grant funded by the Packard Foundation and approved by the Santa Cruz County Board of Supervisors on November 10, 1998.
  - B. Track outcome measurements and provide data in a timely manner, as requested by the Health Care Outreach Project Coordinator to ensure that grant reporting requirements are met.
  - C. Appoint an agency representative to attend Coalition meetings.
  - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Packard Foundation for their approval.
  - E. Assist COUNTY to maximize Federal Medi-Cal revenue as outlined in Attachment D, entitled Medi-Cal Administration.
2. COMPENSATION.
  - A. In consideration of services rendered, County shall pay CONTRACTOR on the basis of 18 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$2 1,000 for the period of February 1, 1999 through July 3 1, 2000.
  - B. Monthly claims shall be submitted to:  
Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061  
Attn: FK33
3. TERM. The term of this contract shall be February 1, 1999 through July 3 1, 2000.
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, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

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 CONTRACTORS 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

- (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, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY

\_\_\_\_/\_\_\_\_.

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 years after the expiration of the 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 the insurance policies shall be endorsed to contain the following clause:

Initials: RA  
2 CONTRACTOR/COUNTY

*"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Human Resources Agency, P.O. Box 1320, Santa Cruz, CA 95061 ATTN: Claudine Wildman "*

- (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: Human Resources Agency P.O. Box 1320, Santa Cruz, CA 95061 ATTN: Claudine Wildman,
7. N O N - D I S C . During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), 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, handicap or 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 \$50,000.00 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. PARTISAN: No monies, property or services received by CONTRACTOR under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.
9. RELIGIOUS WORSHIP no religious worship, instruction or proselytization as part of or in connection with the CONTRACTOR'S performance of this Agreement.

10. COMPLIANCE WITH APPLICABLE LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal, State and County governments in operating these programs, including Titles II and III of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.
11. CONFLICT OF INTEREST: CONTRACTOR and its employees, and members including officers of its governing board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.
11. 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 (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.

**P R I N C I P A L** . 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 judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

12. NONASSIGNMENT not assign this Agreement without the prior written consent of the COUNTY.
13. 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.
14. 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.
15. ATTACHMENTS. This Agreement includes the following attachments:
- Attachment A: Amendment of Automobile Liability Insurance.
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance.
- Attachment C: Insurance Representations by Contractor



## Attachment D: Medi-Cal Administration

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Human Resources Agency

By: \_\_\_\_\_  
Address: 236 Santa Cruz Avenue

Aptos, CA 95003

Telephone: 831-688-8840

TaxID#: 94-2460211

APPROVED AS TO INSURANCE:

By: \_\_\_\_\_  
Risk Management

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel

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

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and \_\_\_\_\_ (hereinafter called CONTRACTOR) is amended to read as follows:

\_\_\_/\_\_\_ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTORS personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000.00 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs ~~6B~~(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_.

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 Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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 property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

\_\_\_/\_\_\_ 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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 accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive 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 result 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 reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_.

Initials: AK  
CONTRACTOR/COUNTY **32**

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

  /   Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

  /   Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

  /   Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_

Initials: RG  
CONTRACTOR/COUNTY

## Attachment D

## MEDI-CAL ADMINISTRATION

This attachment provides the framework for participating in the Medi-Cal Administrative Activities (**MAA**) program. Participation in this program will allow CONTRACTOR to receive reimbursement, in the form of a contract extension to this Agreement, to provide continued outreach services to the community.

## MUTUAL OBJECTIVES - Medi-Cal Administration

Both parties to this Agreement desire:

1. To assure that all Title XIX potentially eligible individuals and their families, where appropriate, served by CONTRACTOR, are informed of the Medi-Cal program, and about Medi-Cal covered services.
2. To assure that assistance is provided by CONTRACTOR to Medi-Cal eligible individuals, and their families where appropriate, in facilitating their receipt of Medi-Cal covered services.

## RESPECTIVE RESPONSIBILITIES - Medi-Cal Administration

COUNTY agrees to:

1. Submit CONTRACTOR **MAA** claims to STATE.
2. Forward CONTRACTOR **MAA** claim funds to CONTRACTOR, in **the form** of a contract extension, after their receipt from STATE.
3. Retain a fee equaling 2% of claim funds received as a result of claim submittal to support the administration of the **MAA** program.
4. Designate an employee to act as liaison with CONTRACTOR for issues concerning the **MAA** program.
5. Maintain copy of CONTRACTOR **MAA** claims and associated backup documentation for a period of three years after claim submission; or, if an audit is in process, three years after the completion of the audit.
6. Make audit **files** available to STATE or Federal auditors and respond to inquiries concerning CONTRACTOR **MAA** claims.

CONTRACTOR agrees to:

1. Account for the activities of staff conducting **MAA** activities in accordance with the provisions of W & I Code 14132.47 via the STATE approved time survey instrument.
2. Designate an employee to act as liaison with COUNTY for issues concerning the **MAA** program.
3. Ensure all participating CONTRACTOR staff participating in Title XIX Medi-Cal administrative claiming are appropriately trained and kept informed of applicable **MAA** information and requirements for claiming.
4. Ensure that all **MAA** claiming is conducted in accordance with applicable County, State and federal regulations, policies and procedures.
5. Determine appropriate methodologies to compute the percentage of Medi-Cal recipients on a quarterly basis.
6. Develop guidelines for establishing and maintaining agency wide audit files that are consistent with procedures outlined by State and County, and ensure that audit files are kept current.
7. Ensure no duplicative billings.

8. Retain all appropriate records and documents for a three year period after the claim submittal or revision; or if an audit is in process, three years after the completion of the audit.

#### V. JOINT RESPONSIBILITIES - Medi-Cal Administration

COUNTY and CONTRACTOR hereby agree to comply with all the applicable laws governing the confidentiality of client information, for clients served under this Agreement. Applicable laws include, but are not limited to, 42 USC Section **1320c-9**, **42 CFR** Section 41,300, Welfare and Institutions Code, Section 14100.2 and 22 CCR Section 51009.

#### VI. FISCAL PROVISIONS - Medi-Cal Administration

1. COUNTY will be held harmless from any federal disallowance resulting from payment made to CONTRACTOR. If CONTRACTOR has received payments, it shall be liable for any federal disallowance made with respect to those payments. COUNTY shall recoup from CONTRACTOR the amount of any disallowance in the manner authorized by applicable laws and regulations.
2. Both parties to this Agreement recognize that CONTRACTOR is liable **only** for its own audit exception and has no liability for any other entity which may enter into a similar Agreement with the COUNTY or State for Medi-Cal Administration.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

237

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

FROM: \_\_\_\_\_ Human Resources Agency (Dept.)  
Debbie Friedman (Signature) 1/21/99 (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 Human Resources Agency (Agency)  
and, Debbie Friedman, 206 Kenneth Dr., Aptos CA 95003 (Name & Address)
2. The agreement will provide Coordination of County-wide outreach strategies as developed by  
the Healthcare Outreach Coalition
3. The agreement is needed, to implement the Packard Health Care Outreach Grant # 98-3452
4. Period of the agreement is from 2/1/99 to 6/30/99
5. Anticipated cost is \$ 8,820 (\$21.00/hr) (Fixed amount; Monthly rate: Not to exceed)
6. Remarks: Contract Term: 2/1/99 - 7/31/00 Contact: C. Wildman x 8508  
Contract Total: \$ 33,176
7. Appropriations are budgeted in 392400 (Index#) 3665 (Subject)

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

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

Contract No. C081784 Date 1/25/99

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 HRA Administrator to execute the same on behalf of the Human Resources Agency (Agency).  
County Administrative Officer

Remarks: GH (Analyst)

By Linda Chou Date 1/29/99

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.

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  
By \_\_\_\_\_ Deputy Clerk

32

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this first day of February, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and DEBBIE FRIEDMAN, hereinafter called CONTRACTOR. The parties agree as follows:

1. ~~CONTRACTOR~~ agrees to exercise special skill to coordinate the implementation of the Health Care Outreach in Santa Cruz County grant funded by the Packard Foundation, approved by the Santa Cruz County Board of Supervisors on November 10, 1998 and defined in the Scope of Services, Attachment D of this contract.
2. COMPENSATION
  - A. In consideration of CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: total not to exceed \$33,176. Rate based on a fee of \$21 per hour for an average of 20 hours per week during the time period February 1, 1999 through July 31, 2000. CONTRACTOR shall be paid monthly on the basis of submission of suitable invoice.
  - B. Monthly claims shall be submitted to:  
Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061  
Attn: FK33
3. TERM. The term of this contract shall be February 1, 1999 through July 31, 2000.
4. ~~EARLY TERMINATION~~ to 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, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
6. ~~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 CONTRACTORS 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  
DF.
- (2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY  
\_\_\_\_\_/\_\_\_\_.

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 years after the expiration of the 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 the 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: Human Resources Agency, P.O. Box 1320, Santa Cruz, CA 95061 ATTN: Claudine Wildman "*
- (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: Human Resources Agency P.O. Box 1320, Santa Cruz, CA 95061 ATTN: Claudine Wildman,

7. NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), 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, handicap or 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 \$50,000.00 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. **P A R T I S A N !** : No monies, property or services received by CONTRACTOR under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.
9. ~~RELIGIOUS WORSHIP~~ no religious worship, instruction or proselytization as part of or in connection with the CONTRACTOR'S performance of this Agreement.
10. COMPLIANCE WITH APPLICABLE LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal, State and County governments in operating these programs, including Titles II and III of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.
11. CONFLICT OF INTEREST: CONTRACTOR and its employees, and members including officers of its governing board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.

11. 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 (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 FACTORS. 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; © 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 judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

12. NONASSIGNMENT. not assign this Agreement without the prior written consent of the COUNTY.
13. R E T E N T I O N - . 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.
14. P R E S E N T A T I O N . 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,
15. ATTACHMENTS. This Agreement includes the following attachments:
- Attachment A: Amendment of Automobile Liability Insurance.
  - Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance.
  - Attachment C: Insurance Representations by Contractor
  - Attachment D: Scope of Work

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Human Resources Agency

By: Dubie Friedman  
Address: 206 Kenneth Dr  
Aptos, CA 95003  
Telephone: (831) 688-0420

Tax ID#: \_\_\_\_\_

APPROVED AS TO INSURANCE:

By: Janet McKinley 1-22-99  
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott  
County Counsel

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

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and \_\_\_\_\_ (hereinafter called CONTRACTOR) is amended to read as follows:

*DT* /        Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$1 00,000.00 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective 2/1/99  
\_\_\_\_\_.

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 Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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 property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

2 . Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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 accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

27 3 . General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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: attending meetings  
written materials preparation  
In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_.

Initials: 27 / \_\_\_\_\_  
CONTRACTOR/COUNTY

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

\_\_\_/\_\_\_ Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

\_\_\_/\_\_\_ Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

\_\_\_/\_\_\_ Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_

Initials: DF  
CONTRACTOR/COUNTY

## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

## ATTACHMENT D

SCOPE OF SERVICES

In accordance with the Health Care Outreach in Santa Cruz County grant funded by the Packard Foundation and approved by the Santa Cruz County Board of Supervisors on November 10, 1998, CONTRACTOR shall provide coordination to ensure that the following services and activities are delivered:

**REQUIRED SERVICES AND ACTIVITIES****Local, Regional and State Coordination**

1. Collaborate with the Health Care Coalition to coordinate the implementation of county wide outreach strategies as defined in the Health Care Outreach grant and developed by the Health Care Outreach Coalition.
2. Distribute outreach materials to Coalition members and other community groups as appropriate.
3. Attend regional Health Care Outreach meetings hosted by the Packard Foundation.
4. Coordinate Health Care Outreach Coalition activities with the HSA Medical Outreach Coordinator to maximize outreach dollars.

**Community Involvement**

1. Meet with and communicate regularly with the Health Care Outreach Coalition to gather their input and keep them informed about the project.
2. Assist in the identification of new contacts, coalition members or community events which could provide opportunities for health care outreach.
3. Consult with the Medical Analyst on training opportunities for Coalition members and the community regarding health care coverage.

**Fiscal**

1. Work closely with the Medi-Cal Analyst and HRA fiscal staff to monitor project budget expenditures related to media production, bus passes and supplies.
2. Assist County to maximize Federal Medi-Cal revenue by accounting for Medi-Cal specific activities performed by the CONTRACTOR.

**Evaluation**

1. Work closely with the Medi-Cal Analyst to develop methods of monitoring outcome measurements.
2. Make a recommendation for sustainability of health care outreach efforts after the conclusion of the Packard grant.

Initials: DF / \_\_\_\_\_  
CONTRACTOR/COUNTY



INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

**Additional Administrative Requirements**

1. Consult with Job Opportunities and Benefits Division Director or his designee on the status of contract required activities, and submit quarterly written progress reports.
2. Assist the Medi-Cal Analyst with the Packard reporting requirements.
3. Upon completion of the contract, submit the following:
  - . a final report summarizing all contract activities;
  - . all documentation accumulated during the contract period.

Initials: DF / \_\_\_\_\_  
CONTRACTOR/COUNTY

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

248

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

FROM: Human Resources Agency (Dept.)  
*William Alcorn* (Signature) 1/21/99 (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 Human Resources Agency (Agency)  
and, Santa Cruz Community Counseling Center, 195-A Harvey West Blvd., Santa Cruz (Name & Address)  
CA 95060
2. The agreement will provide improved access to low cost health care coverage  
coverage for low income residents of Santa Cruz County
3. The agreement is needed. to implement Packard Health Care Outreach Grant # 98-3452
4. Period of the agreement is from 2/1/99 to 6/30/99
5. Anticipated cost is \$ 7,000 (\$1,400/month) Fixed/dm/cont; Monthly rate; May 1999 excluded
6. Remarks: Contract Term: 2/1/99 - 7/31/00 Amount: \$25,000 W-9 on file  
Contact: C. Wildman x 8508
7. Appropriations are budgeted in 392400 (Index#) 3665 (Subobject)

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

Appropriations are available and have been enclosed to be reallocated. N O C081785 Date 1/25/99  
are not  
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  
Human Resources Agency Administrator to execute the same on behalf of the  
Human Resources Agency (Agency).

Remarks: 44 (Analyst)

County Administrative Officer  
BY W. G. [Signature] Date 1/29/99

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

Distribution:

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

To Orig. Dept. if rejected.

ADM - 29 (6/95)

32

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this first day of February, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and SANTA CRUZ COMMUNITY COUNSELING CENTER, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
  - A. All duties and responsibilities as outlined in the Health Care Outreach in Santa Cruz County Grant funded by the Packard Foundation and approved by the Santa Cruz County Board of Supervisors on November 10, 1998.
  - B. Track outcome measurements and provide data in a timely manner, as requested by the Health Care Outreach Project Coordinator to ensure that grant reporting requirements are met.
  - C. Appoint an agency representative to attend Coalition meetings:
  - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Packard Foundation for their approval.
  - E. Assist COUNTY to maximize Federal Medi-Cal revenue as outlined in Attachment D, entitled Medi-Cal Administration.
2. COMPENSATION.
  - A. In consideration of services rendered, County shall pay CONTRACTOR on the basis of 18 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$25,000 for the period of February 1, 1999 through July 31, 2000.
  - B. Monthly claims shall be submitted to:  
Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061  
Attn: FK33
3. TERM. The term of this contract shall be February 1, 1999 through July 31, 2000.
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, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).


Initials:                       
1 CONTRACTOR/COUNTY

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 . T y p e s o f I n s u r a n c e

- (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 CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, © broad form property damage, (d) contractual liability, and (e) cross-liability.
- (4) Professional Liability Insurance in the minimum amount of \$1 ,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY  
 / \_\_\_\_\_.

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 years after the expiration of the 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 the 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: Human Resources Agency, P.O. Box 1320, Santa Cruz, CA 95061 ATTN: Claudine Wildman "*

- (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: Human Resources Agency P.O. Box 1320, Santa Cruz, CA 95061 ATTN: Claudine Wildman,

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), 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, handicap or 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 \$50,000.00 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. PARTISAN POLITICAL ACTIVITIES: No monies, property or services received by CONTRACTOR under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

Initials:   
3 CONTRACTOR/COUNTY

9. ~~RELIGIOUS WORSHIP~~: religious worship, instruction or proselytization as part of or in connection with the CONTRACTOR'S performance of this Agreement.
10. **C O M P L I A N C E** : The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal, State and County governments in operating these programs, including Titles II and III of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.
11. **CONFLICT OF INTEREST**: CONTRACTOR and its employees, and members including officers of its governing board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.
11. **INDEPEENT 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 (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~~ 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 judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

12. **NONASSIGNMENT**. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
13. **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.
14. **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.
15. ~~ATTACHMENTS~~ Agreement includes the following attachments:

Attachment A: Amendment of Automobile Liability Insurance.


Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance.  
Attachment C: Insurance Representations by Contractor  
Attachment D: Medi-Cal Administration

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

COUNTY OF SANTA CRUZ

CONTRACTOR

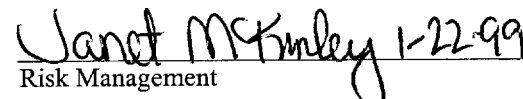
By: \_\_\_\_\_  
Human Resources Agency

By:   
Santa Cruz Community Counseling Center, Inc.  
Address: 195-A Harvey West Blvd.  
Santa Cruz, CA 95060

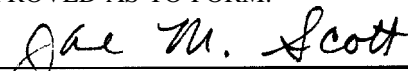
Telephone: (831) 469-1700

Tax ID#: 23-7275290

APPROVED AS TO INSURANCE:

By:  1-22-99  
Risk Management

APPROVED AS TO FORM:

By:   
County Counsel

DISTRIBUTION: County Administrative Office  
Audit&-Controller  
County Counsel  
Risk Management  
Contractor

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and \_\_\_\_\_ (hereinafter called CONTRACTOR) is amended to read as follows:

\_\_\_/\_\_\_ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$1 00,000.00 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_.



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 Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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 property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

\_\_\_/\_\_\_ 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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 accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive 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 result 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 reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_.  
\_\_\_\_\_.

Initials: TM /  
CONTRACTOR/COUNTY

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

\_\_\_/\_\_\_ Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

\_\_\_/\_\_\_ Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

\_\_\_/\_\_\_ Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_

Initials: IME  
CONTRACTOR/COUNTY

## Attachment D

## MEDI-CAL ADMINISTRATION

This attachment provides the framework for participating in the Medi-Cal Administrative Activities (**MAA**) program. Participation in this program will allow CONTRACTOR to receive reimbursement, in the form of a contract extension to this Agreement, to provide continued outreach services to the community.

## MUTUAL OBJECTIVES - Medi-Cal Administration

Both parties to this Agreement desire:

1. To assure that all Title XIX potentially eligible individuals and their families, where appropriate, served by CONTRACTOR, are informed of the Medi-Cal program, and about Medi-Cal covered services.
2. To assure that assistance is provided by CONTRACTOR to Medi-Cal eligible individuals, and their families where appropriate, in facilitating their receipt of Medi-Cal covered services.

## RESPECTIVE RESPONSIBILITIES - Medi-Cal Administration

COUNTY agrees to:

1. Submit CONTRACTOR **MAA** claims to STATE.
2. Forward CONTRACTOR **MAA** claim funds to CONTRACTOR, in the-form of a contract extension, after their receipt from STATE.
3. Retain a fee equaling 2% of claim funds received as a result of claim submittal to support the administration of the **MAA** program.
4. Designate an employee to act as liaison with CONTRACTOR for issues concerning the **MAA** program.
5. Maintain copy of CONTRACTOR **MAA** claims and associated backup documentation for a period of three years after claim submission; or, if an audit is in process, three years after the completion of the audit.
6. Make audit files available to STATE or Federal auditors and respond to inquiries concerning CONTRACTOR **MAA** claims.

CONTRACTOR agrees to:

1. Account for the activities of staff conducting **MAA** activities in accordance with the provisions of W & I Code 14 132.47 via the STATE approved time survey instrument.
2. Designate an employee to act as liaison with COUNTY for issues concerning the **MAA** program.
3. Ensure all participating CONTRACTOR staff participating in Title XIX Medi-Cal administrative claiming are appropriately trained and kept informed of applicable **MAA** information and requirements for claiming.
4. Ensure that all **MAA** claiming is conducted in accordance with applicable County, State and federal regulations, policies and procedures.
5. Determine appropriate methodologies to compute the percentage of Medi-Cal recipients on a quarterly basis.
6. Develop guidelines for establishing and maintaining agency wide audit files that are consistent with procedures outlined by State and County, and ensure that audit files are kept current.
7. Ensure no duplicative billings.

8. Retain all appropriate records and documents for a three **year** period after the claim submittal or revision; or if an audit is in process, three years after the completion of the audit.

V. **JOINT RESPONSIBILITIES** - Medi-Cal Administration

COUNTY and CONTRACTOR hereby agree to comply with all the applicable laws governing the confidentiality of client information, for clients served under this Agreement. Applicable laws include, but are not limited to, 42 USC Section **1320c-9**, **42 CFR** Section 41,300, Welfare and Institutions Code, Section 14100.2 and 22 CCR Section 51009.

VI. **FISCAL PROVISIONS** - Medi-Cal Administration

1. COUNTY will be held harmless from any federal disallowance resulting from payment made to CONTRACTOR. If CONTRACTOR has received payments, it shall be liable for any federal disallowance made with respect to those payments. COUNTY shall recoup from CONTRACTOR the amount of any disallowance in the manner authorized by applicable laws and regulations.
2. Both parties to this Agreement recognize that CONTRACTOR is liable only for its own audit exception and has no liability for any other entity which may enter into a similar Agreement with the COUNTY or **State for** Medi-Cal Administration.

**COUNTY OF SANTA CRUZ**  
**REQUEST FOR APPROVAL OF AGREEMENT**

259

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

FROM: \_\_\_\_\_ Human Resources Agency (Dept.)  
William Alcorn (Signature) 1/21/99 (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 Human Resources Agency (Agency)  
and, \_\_\_\_\_ Healthy Start/Pajaro Valley Unified School District, 280 Main St., \_\_\_\_\_ (Name & Address)  
Watsonville, CA 95076
2. The agreement will provide \_\_\_\_\_ improved access to low cost health care  
coverage for low income residents of Santa Cruz County
3. The agreement is needed, \_\_\_\_\_ to implement Packard Health Care Outreach Grant # 98-3452
4. Period of the agreement is from \_\_\_\_\_ 2/1/99 \_\_\_\_\_ to \_\_\_\_\_ 6/30/99
5. Anticipated cost is \$ \_\_\_\_\_ 7,000 (\$1,400/month) \_\_\_\_\_ (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: \_\_\_\_\_ Contract Term: 2/1/99 - 7/31/00 Amount: \$25,000  
W-9 on file. Contact: C. Wildman, x 8508
7. Appropriations are budgeted in \_\_\_\_\_ 392400 \_\_\_\_\_ (Index#) 3665 \_\_\_\_\_ (Subobject)

10-110 NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. C081786 Date 1/25/99  
are not will be  
GARY A. KNUTSON, Auditor - Controller  
By Linda Chau Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
\_\_\_\_\_ Human Resources Agency Administrator \_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_  
Human Resources Agency \_\_\_\_\_ (Agency).

Remarks: \_\_\_\_\_  
\_\_\_\_\_ (Analyst) B By Ed S. [Signature] \_\_\_\_\_ e \_\_\_\_\_  
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

32

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this first day of February, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and HEALTHY START/PAJARO VALLEY, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
  - A. All duties and responsibilities as outlined in the Health Care Outreach in Santa Cruz County Grant funded by the Packard Foundation and approved by the Santa Cruz County Board of Supervisors on November 10, 1998.
  - B. Track outcome measurements and provide data in a timely manner, as requested by the Health Care Outreach Project Coordinator to ensure that grant reporting requirements are met.
  - C. Appoint an agency representative to attend Coalition meetings.
  - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Packard Foundation for their approval.
  - E. Assist COUNTY to maximize Federal Medi-Cal revenue as outlined in Attachment D, entitled Medi-Cal Administration.
2. COMPENSATION.
  - A. In consideration of services rendered, County shall pay CONTRACTOR on the basis of 18 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$25,000 for the period of February 1, 1999 through July 31, 2000.
  - B. Monthly claims shall be submitted to:  
 Human Resources Agency  
 P.O. Box 1320  
 Santa Cruz, CA 95061  
 Attn: FK33
3. TERM. The term of this contract shall be February 1, 1999 through July 31, 2000.
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, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

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 CONTRACTORS 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 . T y p e s o f I n s u r a n c e

- (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, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, © broad form property damage, (d) contractual liability, and (e) cross-liability.
- (4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY  
\_\_\_\_/\_\_\_\_.

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 years after the expiration of the 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 the 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: Human Resources Agency, P.O. Box 1320, Santa Cruz, CA 95061 ATTN: Claudine Wildman."*

- (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: Human Resources Agency P.O. Box 1320, Santa Cruz, CA 95061 ATTN: Claudine Wildman,

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), 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 40 12) identifying the sex, race, handicap or 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 \$50,000.00 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. P A R T I S A N ! : No monies, property or services received by CONTRACTOR under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.



9. ~~RELIGIOUS WORSHIP~~: no religious worship, instruction or proselytization as part of or in connection with the CONTRACTOR'S performance of this Agreement.
10. ~~C O M P L I A N C E~~ : The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal, State and County governments in operating these programs, including Titles II and III of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.
11. ~~CONFLICT OF INTEREST~~: CONTRACTOR and its employees, and members including officers of its governing board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.
11. ~~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 (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~~ CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

~~SECONDARY FACTORS~~: 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 judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

12. ~~NON ASSIGNMENT~~ not assign this Agreement without the prior written consent of the COUNTY.
13. ~~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.
14. ~~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.
15. ~~ATTACHMENTS~~. This Agreement includes the following attachments:

Attachment A: Amendment of Automobile Liability Insurance.

Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance.

Attachment C: Insurance Representations by Contractor

Attachment D : Medi-Cal Administration

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Human Resources Agency

By: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

APPROVED AS TO INSURANCE:

By: Janet McKinley 1-22-99  
Risk Management

APPROVED AS TO FORM:

By: Joe M. & A - -  
County Counsel

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

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and \_\_\_\_\_ (hereinafter called CONTRACTOR) is amended to read as follows:

\_\_\_/\_\_\_ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTORS personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000.00 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_.

Initials: \_\_\_\_\_  
CONTRACTOR/COUNTY

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:

-J-      1.      Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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 property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

\_\_\_/\_\_\_      2.      Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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 accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive 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 result 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 reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_

Initials: \_\_\_\_\_  
CONTRACTOR/COUNTY

**INSURANCE REPRESENTATIONS BY CONTRACTOR**

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

  /   **Additional Insured [6B(2)]**. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

  /   **Notice of Cancellation [6B(3)]**. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

  /   **Certificate of Insurance [6B(4)]**. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_

Initials:                       
CONTRACTOR/COUNTY

## Attachment D

## MEDI-CAL ADMINISTRATION

This attachment provides the framework for participating in the Medi-Cal Administrative Activities (MAA) program. Participation in this program will allow CONTRACTOR to receive reimbursement, in the form of a contract extension to this Agreement, to provide continued outreach services to the community.

## MUTUAL OBJECTIVES - Medi-Cal Administration

Both parties to this Agreement desire:

1. To assure that all Title XIX potentially eligible individuals and their families, where appropriate, served by CONTRACTOR, are informed of the Medi-Cal program, and about Medi-Cal covered services.
2. To assure that assistance is provided by CONTRACTOR to Medi-Cal eligible individuals, and their families where appropriate, in facilitating their receipt of Medi-Cal covered services.

## RESPECTIVE RESPONSIBILITIES - Medi-Cal Administration

COUNTY agrees to:

1. Submit CONTRACTOR MAA claims to STATE.
2. Forward CONTRACTOR MAA claim funds to CONTRACTOR, in the form of a contract extension, after their receipt from STATE.
3. Retain a fee equaling 2% of claim funds received as a result of claim submittal to support the administration of the MAA program.
4. Designate an employee to act as liaison with CONTRACTOR for issues concerning the MAA program.
5. Maintain copy of CONTRACTOR MAA claims and associated backup documentation for a period of three years after claim submission; or, if an audit is in process, three years after the completion of the audit.
6. Make audit files available to STATE or Federal auditors and respond to inquiries concerning CONTRACTOR MAA claims.

CONTRACTOR agrees to:

1. Account for the activities of staff conducting MAA activities in accordance with the provisions of W & I Code 14132.47 via the STATE approved time survey instrument.
2. Designate an employee to act as liaison with COUNTY for issues concerning the MAA program.
3. Ensure all participating CONTRACTOR staff participating in Title XIX Medi-Cal administrative claiming are appropriately trained and kept informed of applicable MAA information and requirements for claiming.
4. Ensure that all MAA claiming is conducted in accordance with applicable County, State and federal regulations, policies and procedures.
5. Determine appropriate methodologies to compute the percentage of Medi-Cal recipients on a quarterly basis.
6. Develop guidelines for establishing and maintaining agency wide audit files that are consistent with procedures outlined by State and County, and ensure that audit files are kept current.
7. Ensure no duplicative billings.

8. Retain all appropriate records and documents for a three year period after the claim submittal or revision; or if an audit is in process, three years after the completion of the audit.

#### V. JOINT RESPONSIBILITIES - Medi-Cal Administration

COUNTY and CONTRACTOR hereby agree to comply with all the applicable laws governing the confidentiality of client information, for clients served under this Agreement. Applicable laws include, but are not limited to, 42 USC Section 1320c-9, 42 CFR Section 41,300, Welfare and Institutions Code, Section 14 100.2 and 22 CCR Section 5 1009.

#### VI. FISCAL PROVISIONS - Medi-Cal Administration

1. COUNTY will be held harmless from any federal disallowance resulting from payment made to CONTRACTOR. If CONTRACTOR has received payments, it shall be liable for any federal disallowance made with respect to those payments. COUNTY shall recoup from CONTRACTOR the amount of any disallowance in the manner authorized by applicable laws and regulations.
2. Both parties to this Agreement recognize that CONTRACTOR is liable only for its own audit exception and has no liability for any other entity which may enter into a similar Agreement with the COUNTY or State for Medi-Cal Administration.

Initials : \_\_\_\_\_ / \_\_\_\_\_  
CONTRACTOR/COUNTY

## MEDI-CAL ADMINISTRATION

This attachment provides the framework for participating in the Medi-Cal Administrative Activities (MAA) program. Participation in this program will allow CONTRACTOR to receive reimbursement, in the form of a contract extension to this Agreement, to provide continued outreach services to the community.

## MUTUAL OBJECTIVES - Medi-Cal Administration

Both parties to this Agreement desire:

1. To assure that all Title XIX potentially eligible individuals and their families, where appropriate, served by CONTRACTOR, are informed of the Medi-Cal program, and about Medi-Cal covered services.
2. To assure that assistance is provided by CONTRACTOR to Medi-Cal eligible individuals, and their families where appropriate, in facilitating their receipt of Medi-Cal covered services.

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- 2 Both parties to this Agreement recognize that CONTRACTOR is liable only for its own audit exception and has no liability for any other entity which may enter into a similar Agreement with the COUNTY or State for Medi-Cal Administration.

Initials : \_\_\_\_\_ / \_\_\_\_\_  
CONTRACTOR/COUNTY

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

272

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

FROM: Human Resources Agency (Dept.)  
William Acuna (Signature) 1/21/99 (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 Human Resources Agency (Agency)  
and, Valley Resource Center, P. O. Box 105, Ben Lomond CA 95005 (Name & Address)
2. The agreement will provide improved access to low cost health care coverage for low  
income residents of Santa Cruz County
3. The agreement is needed. to implement Packard Health Care Outreach Grant # 98-3452
4. Period of the agreement is from 2/1/99 to 6/30/99
5. Anticipated cost is \$ 6,000 (\$1,200/month) (Fixed Amount; Monthly rate; Not to Exceed)
6. Remarks: Contract Terms: 2/1/99 - 7/31/00 Amount: \$21,674 W-9 on file  
Contact: C. Wildman x 8508
7. Appropriations are budgeted in 392400 (Index#) 3665 (Subject)

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

Appropriations are available and have been encumbered. Contract No. C081787 Date 1/25/99  
are not will be  
GARY A. KNUTSON, Auditor - Controller  
By Linda Chon Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
Human Resources Agency Administrator to execute the same on behalf of the Human Resources Agency (Agency).

Remarks: gg (Analyst) By Ed Echa County Administrative Officer Date 1/29/99

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

Distribution:

Bd. of Supv. • White  
Auditor-Controller • Blue  
County Counsel • Green •  
Co. Admin. Officer • Conary  
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

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this first day of February, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and VALLEY RESOURCE CENTER, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
  - A. All duties and responsibilities as outlined in the Health Care Outreach in Santa Cruz County Grant funded by the Packard Foundation and approved by the Santa Cruz County Board of Supervisors on November 10, 1998.
  - B. Track outcome measurements and provide data in a timely manner, as requested by the Health Care Outreach Project Coordinator to ensure that grant reporting requirements are met.
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  - E. Assist COUNTY to maximize Federal Medi-Cal revenue as outlined in Attachment D, entitled Medi-Cal Administration.
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  - B. Monthly claims shall be submitted to:  
Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061  
Attn: FK33
3. TERM. The term of this contract shall be February 1, 1999 through July 31, 2000.
4. EARLY TERMINATION. ~~CONTRACTOR~~ 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, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Initials: SLB  
1 CONTRACTOR/COUNTY

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 CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, © broad form property damage, (d) contractual liability, and (e) cross-liability.
- (4) Professional Liability Insurance in the minimum amount of \$1 ,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY  
\_\_\_\_\_ I - .

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 years after the expiration of the 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."*

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- (3) All the 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: Human Resources Agency, P.O. Box 1320, Santa Cruz, CA 95061 ATTN: Claudine Wildman "*

- (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: Human Resources Agency P.O. Box 1320, Santa Cruz, CA 95061 ATTN: Claudine Wildman,

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), 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 40 12) identifying the sex, race, handicap or 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 \$50,000.00 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. PARTISAN POLITICAL ACTIVITIES: No monies, property or services received by CONTRACTOR under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

Initials   
3 CONTRACTOR/COUNTY

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9. ~~RELIGIOUS WORSHIP~~: no religious worship, instruction or proselytization as part of or in connection with the CONTRACTOR'S performance of this Agreement.
10. ~~COMPLIANCE WITH APPLICABLE LAWS~~: The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal, State and County governments in operating these programs, including Titles II and III of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.
11. ~~CONFLICT OF INTEREST~~: CONTRACTOR and its employees, and members including officers of its governing board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.
11. ~~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 (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 FACTORS~~ 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 judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

12. ~~NONASSIGNMENT~~. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
13. ~~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.
14. ~~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.
15. ~~ATTACHMENTS~~. This Agreement includes the following attachments:

Attachment A: Amendment of Automobile Liability Insurance.

Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance.  
Attachment C: Insurance Representations by Contractor  
Attachment D: Medi-Cal Administration

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Human Resources Agency

By: *Henry N. Bidmar*  
Address: PO Box 105  
Ben Lomond, CA 95005  
Telephone: (831) 336-8895  
Tax ID#: 77-0193866

APPROVED AS TO INSURANCE:

By: *Janet McKinley 1-22-99*  
Risk Management

APPROVED AS TO FORM:

By: *Jane M. Scott*  
County Counsel

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

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and \_\_\_\_\_ (hereinafter called CONTRACTOR) is amended to read as follows:

\_\_\_/\_\_\_ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$1 00,000.00 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_.

Initials:                       
CONTRACTOR/COUNTY



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 Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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 property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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 accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive 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 result 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 reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_.

Initials: 24B  
CONTRACTOR/COUNTY

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

  /   Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

  /   Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

  /   Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_.

Initials:   AHB    
CONTRACTOR/COUNTY

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: Human Resources Agency (Dept.)  
William Alcorn (Signature) 1/21/99 (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 Human Resources Agency (Agency)  
and, Santa Cruz County Office of Education, 809 - H Bay Ave., Capitola CA 95010 (Name & Address)
2. The agreement will provide improved access to low cost health care coverage for low  
income residents of Santa Cruz County
3. The agreement is needed. to implement Packard Health Care Outreach Grant # 98-3452
4. Period of the agreement is from 2/1/99 to 6/30/99
5. Anticipated cost is \$ \$3,050 (\$610/month) (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contract Term: 2/1/99 - 7/31/00 Amount: \$ 10,970 W-9 on file  
Contact: C. Wildman x 8508
7. Appropriations are budgeted in 392400 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 81788 Date 9  
are not

GARY A. KNUTSON, Auditor - Controller

By Linda Chow Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
Human Resources Agency Administrator to execute the same on behalf of the  
Human Resources Agency (Agency).

Remarks: ES (Analyst)

County Administrative Officer  
By Ch Schy Date 1/24/99

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.

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  
By \_\_\_\_\_ Deputy Clerk

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INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this first day of February, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and SANTA CRUZ COUNTY OFFICE OF EDUCATION, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
  - A. All duties and responsibilities as outlined in the Health Care Outreach in Santa Cruz County Grant funded by the Packard Foundation and approved by the Santa Cruz County Board of Supervisors on November 10, 1998.
  - B. Track outcome measurements and provide data in a timely manner, as requested by the Health Care Outreach Project Coordinator to ensure that grant reporting requirements are met.
  - C. Appoint an agency representative to attend Coalition meetings.
  - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Packard Foundation for their approval.
  - E. Assist COUNTY to maximize Federal Medi-Cal revenue as outlined in Attachment D, entitled Medi-Cal Administration.
2. COMPENSATION.
  - A. In consideration of services rendered, County shall pay CONTRACTOR on the basis of 18 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$10,970 for the period of February 1, 1999 through July 31, 2000.
  - B. Monthly claims shall be submitted to:  
Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 9506 1  
Attn: FK33
3. TERM. The term of this contract shall be February 1, 1999 through July 31, 2000.
4. ~~EARLY TERMINATION~~ CONTRACTOR 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, 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 CONTRACTORS 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, 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 CONTRACTORS 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, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY  
\_\_\_\_/\_\_\_\_.

**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 years after the expiration of the 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 the 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: Human Resources Agency, P.O. Box 1320, Santa Cruz, CA 95061 ATTN: Claudine Wildman "*

- (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: Human Resources Agency P.O. Box 1320, Santa Cruz, CA 95061 ATTN: Claudine Wildman,

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, disability, medical condition (cancer related), pregnancy, marital status, gender, sex, sexual orientation, age (over 18), 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 40 12) identifying the sex, race, handicap or 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 \$50,000.00 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. PARTISAN POLITICAL ACTIVITIES: No monies, property or services received by CONTRACTOR under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

9. RELIGIOUS WORSHIP: There shall be no religious worship, instruction or proselytization as part of or in connection with the CONTRACTORS performance of this Agreement.
10. COMPLIANCE WITH APPLICABLE LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal, State and County governments in operating these programs, including Titles II and III of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.
11. CONFLICT OF INTEREST: CONTRACTOR and its employees, and members including officers of its governing board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.
11. 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 (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~~ 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 judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

12. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
13. 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.
14. 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.
15. ATTACHMENTS. Attachment includes the following attachments:

Attachment A: Amendment of Automobile Liability Insurance.

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Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance.

Attachment C: Insurance Representations by Contractor

Attachment D: Medi-Cal Administration

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

COUNTY OF SANTA CRUZ

By: \_\_\_\_\_  
Human Resources Agency

CONTRACTOR

By: BARRY FINLEY <sup>BARRY FINLEY</sup>  
<sup>ASST. Supt of</sup>  
<sup>BUSINESS</sup>

Address: 809-H BAY AVE  
CAPITOLA, CA 95010

Telephone: (831) 479-5228

Tax ID#: \_\_\_\_\_

APPROVED AS TO INSURANCE:

By: Janet McKinley 1-22-99  
Risk Management

APPROVED AS TO FORM:

By: James M. Scott  
County Counsel

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



AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and \_\_\_\_\_ (hereinafter called CONTRACTOR) is amended to read as follows:

\_\_\_/\_\_\_ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000.00 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR/COUNTY

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 Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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 property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

     /      2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result 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 accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive 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 result 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 reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_.

Initials:       mk        
CONTRACTOR/COUNTY

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

\_\_\_/\_\_\_ Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

\_\_\_/\_\_\_ Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

\_\_\_/\_\_\_ Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_

Initials: MF /  
CONTRACTOR/COUNTY

## Attachment D

## MEDI-CAL ADMINISTRATION

This attachment provides the framework for participating in the Medi-Cal Administrative Activities (**MAA**) program. Participation in this program will allow CONTRACTOR to receive reimbursement, in the form of a contract extension to **this** Agreement, to provide continued outreach services to the community.

## MUTUAL OBJECTIVES - Medi-Cal Administration

Both parties to this Agreement desire:

1. To assure that all Title XIX potentially eligible individuals and their families, where appropriate, served by CONTRACTOR, are informed of the Medi-Cal program, and about Medi-Cal covered services.
2. To assure that assistance is provided by CONTRACTOR to Medi-Cal eligible individuals, and their families where appropriate, in facilitating their receipt of Medi-Cal covered services.

## RESPECTIVE RESPONSIBILITIES - Medi-Cal Administration

COUNTY agrees to:

1. Submit CONTRACTOR **MAA** claims to STATE.
2. Forward CONTRACTOR **MAA** claim funds to CONTRACTOR, in **the form** of a contract extension, after their receipt from STATE.
3. Retain a fee equaling 2% of claim funds received as a result of claim submittal to support the administration of the **MAA** program.
4. Designate an employee to act as liaison with CONTRACTOR for issues concerning the **MAA** program.
5. Maintain copy of CONTRACTOR **MAA** claims and associated backup documentation for a period of three years after claim submission; or, if an audit is in process, three years after the completion of the audit.
6. Make audit files available to STATE or Federal auditors and respond to inquiries concerning CONTRACTOR **MAA** claims.

CONTRACTOR agrees to:

1. Account for the activities of staff conducting **MAA** activities in accordance with the provisions of W & I Code 14 132.47 via the STATE approved time survey instrument.
2. Designate an employee to act as liaison with COUNTY for issues concerning the **MAA** program.
3. Ensure all participating CONTRACTOR staff participating in Title XIX Medi-Cal administrative claiming are appropriately trained and kept informed of applicable **MAA** information and requirements for claiming.
4. Ensure that all **MAA** claiming is conducted in accordance with applicable County, State and federal regulations, policies and procedures.
5. Determine appropriate methodologies to compute the percentage of Medi-Cal recipients on a quarterly basis.
6. Develop guidelines for establishing and maintaining agency wide audit files that are consistent with procedures outlined by State and County, and ensure that audit files are kept current.
7. Ensure no duplicative billings.

8. Retain all appropriate records and documents for a three year period after the claim submittal or revision; or if an audit is in process, three years after the completion of the audit.

V. JOINT RESPONSIBILITIES - Medi-Cal Administration

COUNTY and CONTRACTOR hereby agree to comply with all the applicable laws governing the confidentiality of client information, for clients served under this Agreement. Applicable laws include, but are not limited to, 42 USC Section 1320c-9, 42 CFR Section 41,300, Welfare and Institutions Code, Section 14100.2 and 22 CCR Section 51009.

VI. FISCAL PROVISIONS - Medi-Cal Administration

1. COUNTY will be held harmless from any federal disallowance resulting **from** payment made to CONTRACTOR. If CONTRACTOR has received payments, it shall be liable for any federal disallowance made with respect to those payments. **COUNTY** shall recoup from CONTRACTOR the amount of any disallowance in the manner authorized by applicable laws and regulations.
2. Both parties to this Agreement recognize that CONTRACTOR is liable only for its own audit exception and has no liability for any other entity which may enter into a similar Agreement with the COUNTY or State for Medi-Cal Administration.