



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

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HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(408) 454-4066 FAX: (408) 454-4770
TDD: (408) 454-4123

August 2, 1999

AGENDA: August 17, 1999

BOARD OF SUPERVISORS

Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95061

Re: APPROVE REVISED MASTER AGREEMENT FOR ON-CALL MEDICAL SERVICES AT
COUNTY DETENTION FACILITIES

Dear Board Members:

The Health Services Agency requests approval of the attached revised Master Agreement for on-call medical services at the County's detention facilities. The Master Agreement provides physician services to cover after hours, weekend, and holiday medical needs.

The revision, reached after negotiations with service providers, increases the weekly on-call rate to \$360 from the current \$300 and the holiday coverage rate to \$125 per day from the current \$105. The hourly rate for on-site services is deleted. The proposed rate adjustments will strengthen HSA's ability to attract and retain a sufficient number of physicians to staff a workable rotation schedule, which is vital for this type of service and coverage. The last rate adjustment for this Master Agreement occurred in 1993.

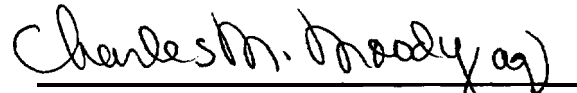
The annual cost of these increased fees is estimated at \$3,380, with an additional offset resulting from the elimination of the hourly on-site fee. There are sufficient funds within the HSA jail medical services budget to cover the cost of this contract, and no additional County contribution is required.

It is, therefore, RECOMMENDED that your Board:

Approve the attached revised Master Agreement for medical services at the County's Detention

facilities, effective September 1, 1999, and authorize the Health Services Agency Administrator to sign the agreement as individual contractors are hired.

Sincerely,


Charles M. Moody, HSA Administrator

RECOMMENDED:


Susan A. Mauriello
County Administrative Officer

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

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: **HEALTH SERVICES AGENCY**

(Dept.)

C. Morley

(Signature)

8/2/99 (Date)

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

COUNTY OF SANTA CRUZ (Health Services Agency)

1. Said agreement is between the _____ (Agency)
and **VARIOUS LOCAL PHYSICIANS (Master Agreement)** (Name & Address)

2. The agreement will provide **on-call and after hours medical services to County's Detention Facilities. Revised agreement with updated weekly and holiday pay rates.**

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

4. Period of the agreement is from **July 1, 1999** to **June 30, 2000 (continuous)**

5. Anticipated cost is \$ **325/week on-call; \$105/day on-call holiday** (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: **On 1999-2000 Continuing Agreements List, Section I Revised agreement with updated rates.**

7. Appropriations are budgeted in **361910** (Index#) **3647** (Subobject)

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

Appropriations are available and have been encumbered. Contract No. **C090255-01**
are not will be

GARY A. KNUTSON, Auditor - Controller

By *Ronald Silva*

Deputy

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

Remarks:

(Analyst)

By *Doherty*

County Administrative Officer

Date *8/6/99*

Agreement approved as to form. Date _____

Distribution:

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

*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 _____

By _____

Deputy Clerk

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SANTA CRUZ COUNTY HEALTH SERVICES AGENCY

MASTER AGREEMENT FOR MEDICAL ON-CALL SERVICES: DETENTION FACILITIES

THIS CONTRACT is entered into this ____ day of _____, 19____, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **TO PROVIDE MEDICAL ON-CALL SERVICES FOR THE COUNTY'S DETENTION FACILITIES, INCLUDING BUT NOT LIMITED TO JAIL, JUVENILE HALL, BLAINE STREET, AND ROUNTRESS FACILITIES.**
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **a rate of \$360 per week.** Normal on-call hours are from 5 p.m. to 8 a.m. on weekdays and continue around-the-clock on weekends until Monday to 8 a.m. Additional on-call hours as identified by COUNTY may be scheduled as needed and will be included on the on-call schedule prepared by COUNTY's Medical Director or authorized representative. COUNTY further agrees to pay **a rate of \$125.00 per day** for on-call services provided on County recognized legal holidays. CONTRACTOR will report hours and invoice on the form and in the manner required by COUNTY.
3. TERM. The term of this contract shall be: From Date of Execution until terminated by either party in accordance with Paragraph #4.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party, except under circumstances where CONTRACTOR is deemed to have performed a flagrant act of medical misjudgment or malpractice, upon which this contract may be immediately terminated
5. CONTRACTOR ASSERTIONS. CONTRACTOR asserts possession of a Physicians and Surgeons License in good standing with the Medical Board of California. CONTRACTOR asserts that there is no investigation pending regarding CONTRACTOR'S license to practice medicine in the State of California; CONTRACTOR asserts eligibility to participate in Medical or Medicare activities as applicable. If a physician, CONTRACTOR asserts possession of U.S. Drug Enforcement Administration (DEA) License and possession of a State of California Physicians Assistant Supervisor Certificate. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
6. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and further agrees to provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this contract is in effect.
7. MALPRACTICE CLAIMS. CONTRACTOR will notify COUNTY of any and all past negative medical malpractice judgments, awards, and/or settlements, and of any and all current or pending medical malpractice actions within fifteen (15) days of receipt of notice of such actions.
8. COMPLIANCE WITH INFECTION CONTROL POLICIES AND PROCEDURES. CONTRACTOR must comply with all aspects of COUNTY's policy and procedures governing infection control. CONTRACTOR further must furnish, at CONTRACTOR's own cost and expense, proof of immunity to measles and to rubella, and documentation of the absence of tuberculosis disease to the extent that is satisfactory to COUNTY's Health Officer.



9. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this contract, if such performance is carried out in a fraudulent, criminal, malicious or knowingly wrongful manner. 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 contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

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

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required if CONTRACTOR has no employees).

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

(3) It is hereby acknowledged that CONTRACTOR is covered as an additional insured under COUNTY'S Comprehensive Hospital Liability Insurance and is, consequently, covered for legal liability arising out of his/her duties under this Agreement. This insurance will provide a defense and indemnify CONTRACTOR for his/her actions that are within the scope of this Agreement. Therefore, COUNTY waives any and all requirements relating to Comprehensive or Commercial General Liability and Professional Liability Insurance coverage for legal liability arising out of the performance of duties under this Agreement.

B. Other Insurance Provisions

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

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

(3) Any required notifications or copies of documents shall be sent to: Health Services Agency Administration, P.O. Box 962, Santa Cruz, CA 95061.

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

12. ASSIGNMENT OF PAYMENTS. CONTRACTOR shall assign to COUNTY all payments made by patients or other third parties for CONTRACTOR'S services rendered under this Agreement.

13. CONFLICT OF INTEREST. CONTRACTOR shall not use, directly or indirectly, clinics conducted by Health Services Agency as a source of patients for CONTRACTOR'S own private practice unless otherwise specifically permitted in other portions of this agreement. 66

14. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY patients under this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

15. 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.

16. 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.

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

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

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

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

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

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

COUNTY OF SANTA CRUZ

By: _____
Health Services Agency Administrator

CONTRACTOR

By: _____

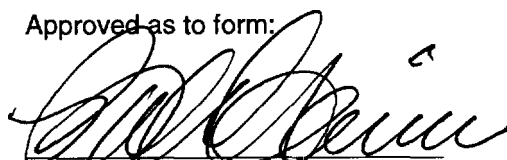
Address: _____

Telephone: _____

Professional Lic.# _____

Expiration Date _____

Approved as to form:


Assistant County Counsel

Approved as to insurances:


Chief, Risk Management Division

Distribution:

County Administrative Officer
County Counsel
Auditor-Controller
Contractor
Risk Management
Health Services Agency