



# County of Santa Cruz

## HUMAN RESOURCES AGENCY

1000 EMELINE ST., SANTA CRUZ, CA 95060  
(831) 454-4130 OR 454-4045 FAX: (831) 4544642

CECILIA ESPINOLA, ADMINISTRATOR

January 26, 2000

AGENDA: February 15, 2000

### BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

### **APPROVE HEALTH CARE OUTREACH CONTRACT WITH UNITED WAY**

Dear Members of the Board:

As you know, the Human Resources Agency (HRA) is an active member of the Santa Cruz County Health Care Outreach Coalition whose mission is to expand access to health care coverage for uninsured Santa Cruz County residents. The primary focus of the Coalition's successful activities has been to work with community based organizations whose clients may not have health care coverage and link them to an appropriate health care insurance program such as Healthy Families or Medi-Cal. Access to health care and health care insurance is a critical component for families transitioning from welfare to work whose employment may not offer health benefits and for the working poor who are uninsured. The purpose of this letter is to recommend that your Board accept unanticipated revenue in the amount of \$34,994 and approve a contract for health care outreach activities for this target population.

Santa Cruz County has a large number of small businesses that provide employment for many families who are establishing or maintaining self-sufficiency. The Coalition has identified small businesses as a venue to conduct health care outreach activities. In addition, the United Way of Santa Cruz through the Community Assessment Project and the Success by Six campaign has identified health care as a vital component for success. As an active Coalition member, the Health Services Agency (HSA) is supportive of this endeavor. HRA has negotiated a contract with United Way in the amount of \$34,994 to provide bilingual health care outreach to small businesses in Santa Cruz County. The proposed contract is attached for your review and approval. Temporary Assistance to Needy Families (TANF) incentive funds are available to support this contract at no cost to the county.

THEREFORE, IT IS RECOMMENDED that your Board:

1. Approve the attached resolution accepting unanticipated revenue in the amount of \$34,994 and appropriate these funds as described on the attached AUD 60 and;


BOARD OF SUPERVISORS

Agenda: February 15, 2000

APPROVE HEALTH CARE OUTREACH CONTRACT WITH UNITED WAY

2. Approve the contract with United Way for \$34,994 and authorize the Human Resources Agency Administrator to execute the agreement.

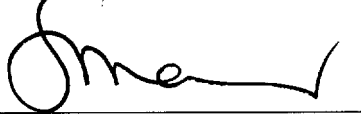
Very truly yours,



CECILIA ESPINOLA  
Administrator

CE:CW/cw  
Attachments

RECOMMENDED:



Susan A. Mauriello  
County Administrative Officer

cc: Auditor  
County Counsel  
Risk Management  
Contractor

N:hra/claudine/uwaybos.doc

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

RESOLUTION NO. \_\_\_\_\_

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

**RESOLUTION ACCEPTING UNANTICIPATED REVENUE**

WHEREAS, the County of Santa Cruz is a recipient of funds from Calif Dept of Social Services for TANF Incentives program; and

WHEREAS, the County is recipient of funds in the amount of \$ 34,994 which are either in excess of **those anticipated** or are not specifically set forth in the current fiscal year budget of the County; and

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

NOW, THEREFORE, **BE IT RESOLVED** AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 34,994 to

Department HRA/Social Services

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
001	392100	0930	Fed-CalWORKS	34,994

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

T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	392100	5283		Other	34,994

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

By *He Anne Alcorn*  
Department Head

Date 1/25/00

COUNTY ADMINISTRATIVE OFFICER & commended to Board  
  /  / Not Recommended to Board

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

AYES: SUPERVISORS

NOES: SUPERVISORS

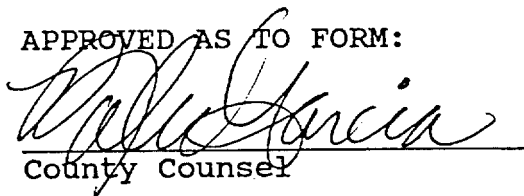
ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

  
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 1/27/00  
Auditor-Controller

Distribution:

Auditor-Controller  
County Council  
County Administrative Officer  
Originating Department

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0307

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

FROM: HUMAN RESOURCES AGENCY (Dept.)  
He Anne Alcon (Signature) 1/25/00 e )

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

- Said agreement is between the Human Resources Agency (Agency)  
and United Way of Santa Cruz P.O. Box 1458 Capitol Ave 95010 (Name & Address)
- The agreement will provide bilingual outreach to small businesses to inform employees about  
health insurance programs.
- The agreement is needed to meet TANF Goal #1 091032
- Period of the agreement is from 2/1/00 to 6/30/00
- Anticipated cost is \$ 34,994.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: W9 on file. Contact Claudine Wildman x8508
- Appropriations are budgeted in 392100 (Index#) 5283 (Subobject)

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

Appropriations are available and have been encumbered. \* Contract No. CO 92019 Date 1/27/00  
are not will be  
\* SUBJECT TO APPROVAL OF AUD 60 ATTACHED  
GARY A. KNUTSON, Auditor - Controller  
By Rommel J. Silva 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 HRA (Agency).

Remarks: 44 (Analyst) By 44 County Administrative Officer Date 1/31/00  
Agreement approved as to form. Date \_\_\_\_\_

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

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss

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

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this first day of February 2000, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and UNITED WAY OF SANTA CRUZ, hereinafter called CONTRACTOR. The parties agree as follows:

1. ~~DONOR~~ACTOR agrees to exercise special skill to provide services to families and individuals to accomplish the following result:
  - A. Provide assistance to needy families at or below 250% of the Federal Poverty Level by linking them to health insurance programs for their children and themselves.

These activities are intended to provide short term services and not basic income support -see Exhibit A – Scope of Services.

2. COMPENSATION.
  - A. In consideration of services rendered, County shall pay CONTRACTOR as follows: Total cost of \$34,994 amount to be paid in monthly installments. CONTRACTOR to submit invoices by the 10<sup>th</sup> of the following month to:

Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061  
Attn: FK13

3. ~~Term~~Term of this contract shall be February 1, 2000 through June 30, 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 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

MLG\_\_\_\_\_.

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

MLG\_\_\_\_\_.

- (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

MLG\_\_\_\_\_.

- (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. "*
- (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.

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: There shall be 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 agrees 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: Scope of Work

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO. 0314

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: marlon Goetz  
Address: United Way  
P.O. Box 1458  
Capitola, CA 95010  
Telephone: 831-479-5466  
Tax ID#: 94-1422471

APPROVED AS TO INSURANCE:

By: Jane McKinley 1-18-2000  
Risk Management

APPROVED AS TO FORM:

By: Jae M. Scott  
County Counsel

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

## Attachment A

## SCOPE OF WORK

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

Provide bilingual outreach to small businesses within Santa Cruz County for the purpose of providing information to their employees on the health insurance plans such as Healthy Families and Medi-Cal and to encourage employers to permit application assistance for their employees at the work location. The outreach activities and application assistance will be targeted to employees whose incomes are at or below 250% of the Federal Poverty Level.

Outreach activities will include:

- Contact 25 business associations, chambers of commerce, restaurant/ hospitality associations and service clubs to make presentations at their monthly meetings.
- Contact 20 small businesses per week throughout the County to make presentations to them and their employees.
- Set up application assistance days at employers who are willing to participate.
- Do mailings to business association, chambers memberships and restaurant/ hospitality associations with information on the benefits to them if they provide an opportunity for their employees to obtain health insurance.
- Coordinate efforts with the Santa Cruz County Health Care Outreach Coalition.

CONTRACTOR will submit a monthly progress report on the activities outlined above.

CONTRACTOR will submit a monthly claim form by the 10<sup>th</sup> of the following month.

mcb