



# county of Santa Cruz 0211

## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 4544045 FAX: (408) 454-4642

March 6, 2000

Agenda: March 21, 2000

BOARD OF SUPERVISORS  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, California 95060

### **CONTRACT FOR THE PROVISION OF TATTOO REMOVAL SERVICES**

Dear Members of the Board:

As you know, the Human Resources Agency provides services to at-risk youth through a variety of programs, including the Independent Living Program, Cal-Learn, and the Year Round and Summer Youth Employment Programs. The HRA Youth Programs provide opportunities for positive and productive employment and academic experiences. Unfortunately, tattoos may create a barrier for some at-risk youth to employment and/or contribute to difficulties in the academic setting. Until now, HRA has only been able to provide tattoo removal services through Dominican Hospital to the adult welfare-to-work population. The purpose of this letter is to request your Board's acceptance of unanticipated revenue and to request your Board's approval of a contract with Dominican Hospital Foundation for the provision of tattoo removal services.

Funds have recently become available which may be used to supplement tattoo removal services in our community at no cost to the County. In order to provide youth with a viable and safe resource to voluntarily have their tattoos removed, the Human Resources Agency has negotiated a contract with Dominican Hospital Foundation for the provision of tattoo removal services. The term of the contract is February 1, 2000 to June 30, 2000, not to exceed \$32,000. The contract has been approved by County Counsel and Risk Management and signed by the contractor. It has been placed on file with the Clerk of the Board.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached resolution accepting unanticipated revenue in the amount of \$32,000 and appropriate these funds as described in the attached AUD 60;
2. Approve the agreement with Dominican Hospital Foundation, retroactive to February 1, 2000 and not to exceed \$32,000 and authorize the Human Resources Agency Administrator to sign this agreement on behalf of the County.

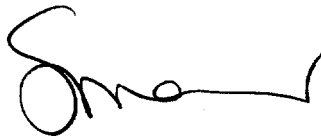
Very truly yours,



CECILIA ESPINOLA  
Administrator

CE:RB:rb:tattoo board letter 2-00.doc

RECOMMENDED:



---

Susan A. Mauriello  
County Administrative Officer

Cc: County Administrative Office  
Auditor-Controller  
Dominican Hospital Foundation

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

0213

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 Incentive program; and

WHEREAS, the County is recipient of funds in the amount of \$ 32,000 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds may be made available for specific appropriation by 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 \$ 32,000 into

Department HRA - Social Services

T/C	Index Number	Revenue Subject Number	Account Name	Amount
001	392100	09302	Fed - CalWORKs	32,000

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

T/C	Index Number	Expenditure Subject Number	PRJ/UCD	Account Name	Amount
021	392100	5283		Other Charges	32,000

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

By *Alma Alcorn*  
Department Head

Date 2/25/00

COUNTY ADMINISTRATIVE OFFICER

*YES*

Recommended to Board

Not Recommended to Board

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

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

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

ATTEST:

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

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

*[Signature]* 3/9/00  
\_\_\_\_\_  
Auditor-Controller I

Distribution:

- Auditor-Controller
- County Council
- County Administrative Officer
- Originating Department

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0215

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

FROM: Human Resources Agency (Dept.)  
[Signature] (Signature) 2/25/00 (Date)

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

- Said agreement is between the Santa Cruz County Human Resources Agency (Agency) and Dominican Hospital Foundation, 1555 Soquel Drive, Santa Cruz, CA (Name & Address:)
- The agreement will provide tattoo removal services.
- The agreement is needed to meet TANF 2021 #3, Pin Code # 093037
- Period of the agreement is from February 1, 2000 to June 30, 2000
- Anticipated cost is \$ 32,000 (Fixed amount; Monthly rate; Not to exceed:)
- Remarks: Contact: Renee Brown, x4837
- Appropriations are budgeted in 392100 (Index#) 5283 (Subject)

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

Appropriations are available and have been encumbered. Contract No. CO 92054 Date 3/9/00  
are not available and will be encumbered.  
GARY A. KNUTSON, Auditor - Controller  
By [Signature] 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: [Signature] (Analyst) By [Signature] Date 3/9/00

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

35

INDEPENDENT CONTRACTOR AGREEMENT

0216

THIS CONTRACT is entered into this 1st day of February, 2000, by and between the COUNTY OF SANTA CRUZ - HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and DOMINICAN HOSPITAL FOUNDATION hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to provide services to families and individuals to accomplish the following results:

Provides tattoo removal services which will reduce out of wedlock pregnancies by increasing the ability of teens and youth to enter the workforce and remain employed(0930-32).

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

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: \$250 per session for individual tattoo removal for teens and youth referred by the Human Resource Agency and the Youth Resource Bank of Santa Cruz County. Contractor may also claim up to \$1,600 to reimburse for machine calibration expenses. Total amount of services and expenses claimed shall not exceed \$32,000

3. TERM. The 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 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

REC'D  
PERSONNEL DEPT  
FEB 1 4 33 PM '00  
COUNTY OF SANTA CRUZ

Initials: \_\_\_\_\_  
Contractor      County

35

this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

0217

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

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here:

\_\_\_\_\_ / \_\_\_\_\_

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_

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

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, © broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 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 (3) years after the expiration of this Agreement (hereinafter "post agreement

Initials: \_\_\_\_\_ / \_\_\_\_\_  
Contractor County

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.

0218

(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 a additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Renee Brown, HRA Analyst  
Human Resources Agency, P.O. Box 1320  
Santa Cruz, CA 95060.

(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 coverage. All Certificates of Insurance shall be delivered or sent to:

Renee Brown, HRA Analyst  
Human Resources Agency, P.O. Box 1320  
Santa Cruz, CA 95060.

7. 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, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, pregnancy, and gender or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The

3

Initials: \_\_\_\_\_  
Contractor County



CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

0219

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/ Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

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

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

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

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee 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.

Initials: \_\_\_\_\_ / \_\_\_\_\_  
Contractor County

SECONDARY FACTORS: (a) The extent of control which, by 0220 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 instrumentality, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (I) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

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

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

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

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ATTACHMENTS. This Agreement includes the following attachments:

Attachment A: SCOPE OF WORK  
Attachment B: SAMPLE INVOICE (Payment Claim Form)


13. AMENDMENT. This contract may be amended, modified or changed by written consent of both parties.

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

1. DOMINICAN HOSPITAL  
FOUNDATION

4. COUNTY OF SANTA CRUZ


0221

By:   
Address: 1555 Soquel Drive  
Santa Cruz, CA 95065

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

Telephone: (831) 462-7712  
Tax ID: 94-2450442

2. APPROVED AS TO INSURANCE:

By:  2-9-2000  
Risk Management

3. APPROVED AS TO FORM:

By:   
County Counsel

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
County Counsel  
Contractor

Dominican Hospital Foundation  
Tattoo Removal Program

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

Provide tattoo removal services for at least 25 individuals authorized to receive these services by the County of Santa Cruz Human Resources Agency, the Youth Resource Bank of Santa Cruz County and other selected public and private community service agencies.

Specific Services include:

1. Interview and screen individuals to evaluate the level need and their readiness to receive services.
2. Patient consultation; Respond to inquiries and explain medical procedures and after care requirements.
3. Medical procedures pertaining to Tattoo removal
4. Documentation of medical records.

Other Allowable Costs include

Up to \$1,600 to reimburse for machine calibration expenses.

Contractor will submit a claim for services and expenses within 10 working days after the end of each month. Claims are to be submitted on Program Letter Head and must include the number of participants served and the number of service units (sessions) provided multiplied by the cost per unit (\$250 per session). Compensation for all services and expenses claimed shall not exceed \$32,000, as indicated on page one of this contract.

Contractor is to submit claims to:

County of Santa Cruz - Human Resources Agency  
Attention FK13  
P.O. Box 1320  
Santa Cruz, CA 95061

on or after February 1, 2000 and no later than June 30, 2000.

B. SAMPLE INVOICE

PROVIDER: Dominican Hospital Foundation (Tattoo Removal Program)

SERVICE: Tattoo Removal Services (PIN 0930-32)

CONTRACT TERM: February 1, 2000 through June 30,2000

CONTRACT NUMBER: \_\_\_\_\_

Service Month: \_\_\_\_\_

Number of individuals, funded by this contract, who received tattoo removal services this month: \_\_\_\_\_

Date of Service	Units of Service (Sessions) Provided	Cost Per Unit ( 2 5 0 )	Total
Service Total	X		\$
Machine Calibration Expenses (Not to exceed \$1,600 per term of contract)			\$
<b>TOTAL CLAIMED THIS MONTH</b>			\$

Claim Prepared by: \_\_\_\_\_ Title \_\_\_\_\_  
Name

Phone Number: \_\_\_\_\_ Date: \_\_\_\_\_