

COUNTY OF SANTA CRUZ



HEALTH SERVICES AGENCY
ADMINISTRATION

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

June 19, 2000

AGENDA : June 27, 2000

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

RE: Approval of Agreement for Organizational Review

Dear Board Members:

On May 4, 1999, your Board accepted the report of the Environmental Health Task Force that had been convened under authorization of the Board to review the County's Sewage Disposal Program, and make recommendations for improvement. Your Board adopted a series of recommendations made by the Task Force. Subsequently, your Board adopted the Environmental Health budget for FY 1999-2000 which included funding for professional services to study and make recommendations relative to the Environmental Health Services (EHS) permit program.

In November, 1999, and January, 2000, all staff of EHS attended a set of two-day workshops on customer service and team building under an agreement with Management Action Program (MAP). It is proposed that HSA now contract with MAP, which has acquired extensive familiarity with EHS and its staff through those workshops, for the conduct of an organizational review of EHS and all of its programs. The total contract amount will not exceed \$50,000. The review will include a study of the existing organizational structure, including the distribution of responsibility, workload, work assignment and distribution methods, level and type of support services, quality control and personnel. Also evaluated will be the levels of resources and technical support that are needed by EHS to assist the organization to meet its legal and programmatic responsibilities. As a result of the study, the contractor will identify and recommend a range of organizational alternatives anticipated to enhance the overall performance of EHS and support its dedication to providing excellent customer service to the community by the most effective means possible.

Through this study, the Health Services Agency will look at the unique organizational needs of Environmental Health related to carrying out the policies of your Board, as well as current and anticipated state and federal requirements to protect the environment. Funds have been identified within the existing budget for this important work. There are also funds budgeted for next fiscal year to implement recommended changes.

Management Action Programs, Inc., (MAP) has done organizational studies and technical assistance as well as leadership development. MAP will be including a special project associate in the Santa Cruz study with extensive environmental health expertise. This associate has worked in local and state environmental health agencies and will be evaluating the unique needs of the land use, hazardous materials, consumer services, and water quality programs. The recommendations will focus on best practices for environmental health programs and management approaches which foster ongoing improvement of environmental health services in the community.

It is therefore RECOMMENDED that your Board:

Approve the attached agreement with Management Action Program for an organizational review of Environmental Health Services, and authorize the HSA Administrator to sign the agreement.

Sincerely,

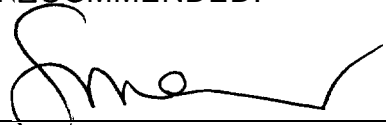


Rama Khalsa, Administrator
Health Services Agency



Diane Evans, REHS
Environmental Health Director

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

Cc: CAO
Auditor-Controller
County Counsel
HSA Administration
Environmental Health

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0091

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

FROM: **HEALTH SERVICES AGENCY** (Dept.)
P. Khalsa (Signature) 5/10/00 (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 (Health Services Agency) (Agency)
and, Management Action Program Inc., 5820 Stoneridge Mall Rd., Ste. 100, Pleasanton, CA 94588 (Name & Address)

2. The agreement will provide an organizational audit of the County's Environmental Health Services program

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

4. Period of the agreement is from May 23, 2000 to June 30, 2001

5. Anticipated cost is \$ 50,544 (total contract amount over 2 years) (Fixed amount/ Monthly rate; Not to exceed)

6. Remarks: FY 1999-2003 encumbrance is \$33,696; FY 2000-01 encumbrance is \$16,848.

7. Appropriations are budgeted in 362860 (Index#) 3665 (Subject)

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

Appropriations are available and Contract will be encumbered.
are not

Contract No. CO 92100 Date 5/11/00
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Dixon 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: ES (Analyst)
By John E. [Signature] County Administrative Officer Date 5/11/00

Agreement approved as to form. Date _____

Distribution:

- Bd. of Supv. - White
- Auditor-Controller - Blue
- County Counsel - [unclear]
- Co. Admin. Officer - Canary
- Auditor-Controller - Pink
- Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

_____, 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 Adminis cer
_____ 19____ BY _____ 8 u 6erk

Contract No.:
Account: 362860
Subobject: 3665

0092

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 23rd day of May, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Management Action Programs, Inc., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: conduct a complete organizational audit of the COUNTY's Environmental Health Services program as detailed in the attached Proposal ("Attachment A"), which by this reference is made part of this agreement.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR an amount of \$50,544.00 to be paid as follows: a) \$16,848.00 upon execution of this agreement; b) \$16,848.00 upon receipt of final draft referenced in Attachment A; c) \$16,848.00 upon receipt of and acceptance by COUNTY of the final report referenced in Attachment A.

Compensation includes all private mileage and per diem necessary to accomplish the result contracted for. CONTRACTOR shall invoice on the form and in the manner required by COUNTY.

3. TERM. The term of this contract shall be: May 23, 2000 to June 30, 2001 unless terminated 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.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. h a l l
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, 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 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 is sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum 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.

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 used by CONTRACTOR is not a material part of the 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, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

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 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 reasonable 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 reasonable.

2. 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.

3. 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.

4. Any required notification or copies of documents shall be sent to: Health Services Agency, County of Santa Cruz, 1080 Emeline Ave., P.O. Box 962, Santa Cruz, CA 95061-0962, ATTN: HSA Purchasing/Claims.

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

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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. 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:

1. 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, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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 solicitations of goods and services. Definitions for **Minority/Women/Disabled** Business Enterprises are available from the COUNTY General Services Purchasing Divisions.

2. 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 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. CONTRACTOR shall cause the foregoing provisions of Subparagraph 5 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. 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.

9. 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.

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. ATTACHMENTS. This agreement includes the following attachment: Attachment A ("Proposal").

12. INDEPENDENT CONTRACTOR STATUS FACTORS. 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: (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 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 party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

In witness whereof, the patties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
Health Services Agency Administrator

By: _____

Address:

Telephone:
Tax ID number:

Approved as to insurances:

Janet McKinley 5-8-2000
Chief, Risk Management Division

Approved as to form:

Harvey A. Oberlinson III
Assistant County Counsel 5/8/00



5820 Stoneridge Mall Road, Suite 100
Pleasanton, California 94588
(510) 847-9191 • Fax (510) 847-3091

**PROPOSAL
FOR
COUNTY OF SANTA CRUZ
HEALTH SERVICES AGENCY
ENVIRONMENTAL HEALTH SERVICES PROGRAM
701 OCEAN STREET, ROOM 312
SANTA CRUZ, CALIFORNIA 95060
MRS. DIANE EVANS, DIRECTOR**

**RECEIVED
APR 24 2000
ENVIRONMENTAL
HEALTH SERVICES**

**PREPARED BY
Mr. Jim L. White, Senior Consultant
Management Action Programs, Inc.
5820 Stoneridge Road Drive
Suite 100
Pleasanton, California 94588**

**DATE
APRIL 10, 2000**



0097

PROPOSAL

April 10, 2000

Mrs. Diane Evans
Director
County of Santa Cruz
Environmental Health Services
701 Ocean Street, Room 312
Santa Cruz, California 95060

Dear Mrs. Evans,

Thank you for the opportunity to present our proposal to conduct an organizational audit of the Environmental Health Services Program:

WHY DO WE NEED TO DO A COMPLETE ORGANIZATIONAL AUDIT?

It has been fourteen years since the last EHS audit.

To prepare for the 21st century we must perform an audit of every EHS program to include a management and leadership review.

We must look at the past, present and design the future.

DESCRIPTION OF PROJECT:

It is my understanding that the Health Services Agency (HSA) of the County of Santa Cruz seeks a consultant to perform an organizational audit of the Environmental Health Services (EHS) Program. The audit will be used to assist the organization in achieving its commitment to exemplary service while meeting its legal mandates to protect the public health and additional directives given to EHS by the board of Supervisors.

**Specifically:**

The consultant will be expected to review the organization as follows:

1. Operations and assigned roles and responsibilities within EHS, in context with the desire of EHS to improve its operation.
2. Redefine roles and responsibilities, and restructure to meet service demands.
3. Review the goals of EHS.
4. Review the existing vision, mission and values of EHS.
5. Review the systems that are used to carry out the work of EHS.
6. Review systems that will be required to carry out the refined vision, mission and values of EHS.
7. Review each team and program within EHS to include (1) a study of each program purpose and function including the distribution of (a) responsibility (b) workload (c) workspace (d) personnel.
8. Review current workload analysis, using State of California recommended workload guidelines to determine (1) if staffing is adequate to meet current workloads (2) if workloads are effectively distributed (3) whether staffing assignments are providing the most appropriate level of staff expertise to accomplish the required work. (4) the distribution of workloads, particularly span of control, for program managers is to be of particular concern in the study.
9. Review funding and fiscal resources.
10. The consultant will meet with the EHS Director, Program Managers, Team Members, and support staff in order to collect information and ideas.
11. The consultant will also meet with the HSA Administrator, Health Officer, County Administrative Officer and members of the Board of Supervisors (as appropriate) to review the functions of EHS, identify any issues of concern within the organization, and discuss their ability to support any changes in EHS as a Result of the study.



We will do the following:

We will audit each program and the entire department as outlined in items' one through eleven above.

How will we perform the audit?

1. We will conduct our audit incorporating (I) one-on-one interviews with all staff (the interviews will include all individuals(as needed) and as outlined in item 11 above)
(ii) we will conduct program team meetings (iii) we will conduct internal and external written surveys (iv) we Will contact other outside agencies as necessary such as:
 - 1.1. State Water Resources Control Board-Central Coast Region (Cal/EPA)
San Luis Obispo
 - 1.1.1. Onsite sewage disposal program
 - 1.1.2. Water quality issues-surface and ground water pollution
 - 1.1.3. Hazardous materials site mitigation
 - 1.2 Department of Toxic Substance Control (Cal/EPA)
Emeryville and Sacramento
 - 1.2.1. Hazardous material program issues/site mitigation
 - 1.2.2. Certified Unified Program **Agency oversight**
 - 1.3. Department of Health Services-Environmental Management and Drinking Water Division
Berkeley and Sacramento
 - 1.3.1. Drinking Water program
 - 1.3.2, Delegation of small public water system program
 - 1.3.3. Environmental Management Program (Sacramento)
 - 1.3.4. Delegation of medical waste management program
 - 1.3.5. Environmental health specialist registration program
 - 1.3.6. Public beach monitoring standards and reimbursement
 - 1.4. Other agencies as may be necessary to complete our audit as outlined herein.



1.5. The audit will include the department's ability or inability to perform the following functions at all levels.

- **Communicating**
Conveying meaning and obtaining understanding
- **Planning**
Developing goals and strategies for future action
- **Organizing**
Grouping work and resources productively in relation to goals
- **Staffing**
Recruiting, selecting, developing and retaining people
- **Controlling**
Measuring performance and taking appropriate action
- **Leading**
Inspiring self-motivation in people to achieve goals

FIRO-B AND DISC

Included in our audit Will be the FIRO-B and DISC analysis. These two surveys are additional tools that will assist us with our human resources evaluation.

The first step in leadership and management is first to understand yourself and then understand your team members. The FIRO-B and DISC will help the team to do just that.

FIRO-B Measures three fundamental dimensions of interpersonal relationship and they are:

- INCLUSION (ASSOCIATES WITH OTHERS)
- CONTROL (RESPONSIBILITY/DECISION PROCESS)
- AFFECTION (EMOTIONALLY)



The DISC instrument will help us and each team member to understand how each responds to the following:

- . DOMINANCE -- (HOW YOU RESPOND TO PROBLEMS OR CHALLENGES)
- INFLUENCE --(HOW YOU INFLUENCE OTHERS TO YOUR POINT OF VIEW)
- STEADINESS --(HOW YOU RESPOND TO THE PACE OF THE ENVIRONMENT)
- . COMPLIANCE- (HOW YOU RESPOND TO RULES AND PROCEDURES SET BY OTHERS)

When can we start?

1. We can commence the engagement within forty-eight hours after we receive your approval.

How long will it take?

- I. We will require ninety working days (90) to complete the project calculated from the date of actual engagement.

What is the final product?

- 1, We will provide a written report that will outline our findings by program as well as our findings of the overall health of EHS. We will provide recommendations for improvements for each area of the audit to include recommendations to restructure the programs as well as the department if necessary.



How will we get to the final product?

1. In approximately 60 days after commencement of the engagement we will send our first draft report to the Director (ii) The Director will have one week to review and make comments and return to me. (iii) We will make our final draft available to the Director within one week after receiving draft one from the Director (iv) The Director will have one week to review our final draft and return to me (v) We will make our final report available to the director on/or about the (90th) day after commencement of the engagement.

Final Report Follow up

We will be available for questions and or to make verbal reports to the HSA Administrator, CAO and the Board as you deem appropriate for 45 days after our final report.

What will it cost?

PRICE

The lump sum price will be fifty thousand five hundred forty-four dollars (\$50,544.00)

PAYMENT TERMS

\$16,848.00 upon execution of agreement.

\$16,848.00 due in full upon receipt of our final **draft**.

Balance of \$16,848.00 due upon receipt of our final report.



0103

GENERAL

EHS will provide **office** space for the consultant to work to include a private meeting room for one-on-one interviews and a meeting space to accommodate group meetings up to 40 people.

Sincerely,

A handwritten signature in black ink that reads "Jim L. White". The signature is written in a cursive style with a large, looping initial "J".

Jim L. White
Senior Consultant
MAP, Inc.



County of Santa Cruz
Health Services Agency
Environmental Health Services Program
Exhibit "A" To Proposal Dated April 10, 2000

0104

PRICE REVIEW

Prepared by Jim L. White
10-Apr-00

Item 1	Internal and External Written Surveys	Sub-Total	\$ 3,394.00
Item 2	Organizational and Program Audit 50 Hours One-On-One Interview Time 60 Hours Research and Investigation 40 Hours Staff Support 6 Program Team Meeting Sessions 4 Hours each 160 Hours Technical Program Review Total Hours 334	Sub-Total	\$ 41,350.00
Item 3	Administration Support	Sub-Total	\$ 2,000.00
Item 4	Expenses	Sub-Total	\$ 1,800.00
Item 5	Graphics and Printing	Sub-Total	\$ 1,000.00
Item 6	Mist-Other	Sub-Total	\$ 1,000.00
		Grand-Total	\$ 50,544.00