



County of Santa Cruz

0129

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045 FAX: (408) 454-4642

June 15, 2000

Agenda: June 27, 2000

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, California

AGREEMENTS TO PROVIDE SERVICES TO APS AND MSSP CLIENTS AND TO THE PUBLIC GUARDIAN'S OFFICE

Dear Members of the Board:

The Human Resources Agency (HRA) administers the Adult Protective Services Program (APS) which responds to reports of elder and dependent adult abuse, the Multipurpose Senior Services Program (MSSP) which provides comprehensive case management services to frail elderly County residents, and the Public Guardian's Office which provides conservatorship services to County residents who are unable to care for themselves due to physical illness and/or physical disorder. The purpose of this letter is to request your Board's approval of agreements to support APS, MSSP and Public Guardian activities during FY 2000/2001. Funding for these agreements is included in the proposed HRA budget for FY 2000/2001.

APS and MSSP

The goal of APS is to protect elder and dependent adults and correct situations to ensure the safety of vulnerable individuals. The program serves elderly persons 65 years and older and younger disabled persons ages 18 - 64 with physical or mental limitations placing them in vulnerable and dependent positions. In 1999 legislation was enacted (SB 2199) expanding the scope of APS. The State budget allocation to APS was increased to support the program expansion. APS is funded through State and County funds. The goal of the MSSP program is to prevent or delay long-term institutionalization. The program is limited to Medi-Cal recipients 65 years and older and is funded through a contract with the California Department of Aging.

BOARD OF SUPERVISORS

2

June 27, 2000

Agreements to Provide Services to APS, MSSP Clients and the Public Guardian's Office

Both programs are required to purchase services for clients in various categories, such as protective care, respite care, adult social day care, home safety modification, transportation, medical monitoring, counseling, legal services, and money management. The purchase of such services is made following an assessment of client need and the development of a care plan by social workers or public health nurses or a team of both.

APS and MSSP purchase only services that are otherwise unavailable to program participants. This group of vendors represents new mandated services for APS and additional vendor options to allow greater choice for MSSP clients. Contractors were selected based on service rates as well as availability and quality of services provided.

This letter requests your Board's approval of the Independent Contractor Agreements for six local vendors who have been selected to provide services to clients of either APS or MSSP or both, and approval of an amendment to an existing MSSP contract with Lifespan Inc. The term of the agreements is July 1, 2000 through June 30, 2001. Copies of the agreements are on file with the Clerk of the Board. Attachment A is a listing of the recommended service providers and their rates.

PUBLIC GUARDIAN

On December 4, 1999 your Board approved a contract between the Public Guardian's Office and Becket and Company, Inc. in the amount of \$25,000 to develop a policies and procedures manual. The original term of the contract was from December 4, 1999 to June 30, 2000. It is necessary to extend the term of the contract through December 31, 2000 in order for the work to be completed.

This letter also requests your Board's approval of the amendment to extend the term of this contract.

28

BOARD OF SUPERVISORS

3

June 27, 2000

Agreements to Provide Services to APS, MSSP Clients and the Public Guardian's Office

IT IS THEREFORE RECOMMENDED that your Board:

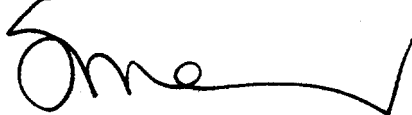
1. Approve Independent Contractor Agreements with selected services providers; and authorize the Human Resources Agency Administrator to execute these agreements on behalf of the County, contingent upon Board's approval of the Human Resources Agency FY 2000/2001 budget; and
2. Approve Amendments to Independent Contractor Agreements with Lifespan Inc. and Becket and Company Inc. and authorize the Human Resources Agency Administrator to execute these amendments on behalf of the County, contingent upon Board's approval of the Human Resources Agency FY 2000/2001 budget.

Very truly yours,

*Cecilia Espinola (ED)*CECILIA ESPINOLA
Administrator

CE/FN:n:\ira\board\aps&mssp.doc

RECOMMENDED:

Susan A. Mauriello
County Administrative Officercc: County Administrative Office
Auditor/Controller

FY 2000-2001 RECOMMENDED MSSP & APS SERVICE VENDORS

VENDOR	SERVICE	MSSP CODE	APS CODE	COST
MISCHA EOVALDI, LCSW	Therapeutic Counseling	8.4	Q	\$60 hr.
	Specialist Case Management	4.3	Q	\$60 hr.
LIFESPAN, INC. <i>(time & ½ for holidays: New Year's Day, President's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving & Christmas)</i>	Chore Work	3.1		\$15.50 hr.
	Personal Care	3.2		\$15.50 hr.
	Personal Care	3.2		\$28 per visit
	Protective Supervision	3.7		\$15.50 hr.
	Protective Supervision / 12 hr. Sleepover	3.7		\$120 per shift
	Professional Care Assistance/HHA/CNA	3.9		\$15.50 hr.
	Professional Care Assistance/HHA/CNA	3.9		\$28 per visit
	Specialist Purchased Case Management	4.3		\$70 hr.
	Respite/In-home/Chore Worker	5.1		\$15.50 hr.
	Respite/In-home/CNA/HHA	5.1		\$15.50 hr.
	Respite/In-home/12 hr. Sleepover	5.1		\$120 per shift
	Escort/Friendly Visitor – 1 hr. minimum	6.3		\$20 hr.
	Social Reassurance/Phone Monitor	8.3		\$100 mon.
	Social Reassurance/Friendly Visitor	8.3		\$20 hr.
	Communication/Translation	9.1		\$20 hr.
	Health Care/RN		Q	\$70 hr.
	In-home Respite (3 hr. minimum)		H	\$19 hr.
	In-home Respite / Sleepover (12 hr. shift)		H	\$145
	Personal Care (3 hr. minimum)		H	\$19 hr.
	Personal Care – Brief Visit (one activity up to 1 hr. service)		H	\$28 per visit
	In-home Protection (3 hr. minimum)		H	\$19 hr.
	In-home Protection / 12 hr. Sleepover		H	\$145
	Chore Service (3 hr. minimum)		H	\$19 hr.
	Chore Service – Brief Visit (one activity up to 1 hr. service)			\$28 per visit
	Same Day Set-up Fee		H	\$100 (OTO)
	Mileage			0.33 per mile
REGENT AT SUNSHINE VILLA	Out-of-Home Respite (Assisted Living)		L	\$100 day
	Out-of-Home Protective Care (Assisted Living)		L	\$100 day
	Out-of-Home Respite (Dementia)		L	\$150 day
	Out-of-Home Protective Care (Dementia)		L	\$150 day
	Out-of-Home Respite (Assisted Living) Day Care		L	
	Out-of-Home Protective Care (Assisted Living) Day Care		L	
	Out-of-Home Respite (Dementia) Day Care		L	
	Out-of-Home Protective Care (Dementia) Day Care		L	

VENDOR	SERVICE	MSSP CODE	APS CODE	COST
SANTA CRUZ HEALTHCARE CENTER	Out-of-Home Protective Care			\$130 day
	Out-of-Home Respite			\$120 day
	Short Stay Set-Up Fee (5 overnights or less)			\$100 (OTO)
VICTORIAN HOMECARE <i>(Holiday rate is \$3.75 per hr. in addition to regular rates: New Year's, NYE 3 pm- midnight, ML King, Day, President's, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve 3 pm-midnight & Christmas)</i>	In-home Respite (4 hrs. or more per shift)	5.1	H	\$14.75 hr.
	In-home Respite (2-3 hrs.) 2 hr. minimum	5.1	H	\$17.00 hr.
	In-home Respite / Sleepover	5.1	H	\$110 (12 hr. shift)
	Personal Care (4 hrs. or more per shift)	3.2	H	\$14.75 hr.
	Personal Care (2-3 hrs.) 2 hr. minimum	3.2	H	\$17.00 hr.
	Personal Care CNA/HHA (4 hrs. or more)	3.9	H	\$14.75 hr.
	Personal Care CNA/HHA(2-3 hrs.) 2 hr. minimum	3.9	H	\$17.00 hr.
	In-home Protection (4 hr. or more per shift)	3.7	H	\$14.75 hr.
	In-home Protection (2-3 hrs.) 2 hr. minimum	3.7	H	\$17.00 hr.
	In-home Protection / 12 hr. Sleepover	3.7	H	\$110 (12 hr. shift)
	Chore Service (4 hrs. or more per shift)	3.1	H	\$14.75 hr.
	Chore Service (2-3 hrs.) 2 hr. minimum	3.1	H	\$17.00 hr.
	Escort (4 hrs. or more per shift)	6.3	B	\$14.75 hr.
	Escort (2-3 hrs.) 2 hr. minimum	6.3	B	\$17.00 hr.
VISITING NURSE ASSOCIATION (Time & ½ for all holidays)	Health Care/RN		Q, H	\$150 per visit
	Health Care/RN		Q, H	\$96 per hr.
	Health Care/Physical Therapy		Q, H	\$150 per visit
	Health Care/Occupational Therapy		Q, H	\$150 per visit
	Health Care/Speech Therapy		Q, H	\$150 per visit

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0134

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 6/9/00 (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, Human Resources Agency (Agency)
and Visiting Nurse Assn, 1041 41st Ave., Santa Cruz, CA 95062 (Name & Address)
2. The agreement will provide Health Care and therapy services
3. The agreement is needed to provide services to APS clients
4. Period of the agreement is from 7/1/00 to 6/30/01
5. Anticipated cost is \$ 3,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: W-9 on file Contact: F. Newfield x4401
7. Appropriations are budgeted in 392100 (Index#) 3975 (Subobject)

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

Appropriations are available and have been encumbered.* Contract No. CO 02175 Date 6/14/00
are not will be
* SUBJECT TO THE APPROVAL OF THE 2000/2001 HRA BUDGET
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).

Remarks: [Signature] (Analyst)

County Administrative Officer
[Signature] Date 6/15/00

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

23 Dept. 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

INDEPENDENT CONTRACTOR AGREEMENT

0135

THIS CONTRACT is entered into this 1ST day of July, 2000 by and between the **COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY**, hereinafter called COUNTY, and **VISITING NURSE ASSOCIATION, Inc.** hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES: CONTRACTOR agrees to exercise special skill to provide short-term or emergency services to elderly and dependent adults.
 - A. CONTRACTOR shall provide-services as authorized by representatives of Adult Protective Services as defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to eligible clients as determined by representatives of Adult Protective Services. Only those services specifically authorized by the COUNTY are to be provided.
 - B. CONTRACTOR shall provide all necessary and qualified staff for performance of services under this contract.
 - C. If CONTRACTOR is unable to provide authorized services to a specified client, CONTRACTOR shall notify the COUNTY within 2 hours of such determination.
 - D. CONTRACTOR shall maintain an ongoing cooperation between service provider personnel and the COUNTY and shall supply information to and utilize information received from the County regarding referred clients. CONTRACTOR shall record services and submit reports as required by the COUNTY enumerating all services delivered to clients of the COUNTY.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

- A. CONTRACTOR shall be compensated for providing authorized services under this contract, on a unit cost basis as established in Exhibit "A". CONTRACTOR shall submit invoices upon completion of delivery of service or within 30 days of that date.

Submit invoice for payment to:

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

3. TERM. The term of this contract shall be July 1, 2000, through June 30,2001
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 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 - _____ L _____ .
- 3) Comprehensive or Commercial 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here _____ / _____.

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 cancelled until after thirty (30) days prior written notice has been given to:

Adult Services
Human Resources Agency
P. O. Box 1320
Santa Cruz, CA 95061

Attn: Don Allegri

- 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:

Adult Services
Human Resources Agency
P. O. Box 1320
Santa Cruz, CA 95061

Attn: Don Allegri

7. FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State, and local laws and regulations and requirements pertinent to its operation. CONTRACTOR shall maintain throughout the life of the agreement, all permits, licenses, certificates, and other insurances that are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

8. 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), 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. 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 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), 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 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 Equal Employment Opportunity 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.
9. 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 judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

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

11. CLIENT CONFIDENTIALITY

THE CONTRACTOR shall protect from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR'S obligations under this agreement. The CONTRACTOR shall promptly transmit to the COUNTY any requests for disclosure of such information not emanating from the client. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such information to anyone other than the State without prior written authorization from the COUNTY.

12. 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.13. 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.14. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit "A" Scope of Service
Exhibit "B" Service Definitions

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

1. CONTRACTOR

By: Barbara L. HughesAddress: VNA 1041 41st AveSanta Cruz 95062Telephone: 831 475 1501

4. COUNTY OF SANTA CRUZ

By: _____

2. APPROVED AS TO INSURANCE:

By: and McKinley 5-31-2000Risk Management ✓

3. APPROVED AS TO FORM:

By: Jane M. Scott

County Counsel

DISTRIBUTION:

County Administrative Office
Risk Management
Contractor

EXHIBIT A

SCOPE OF SERVICE

VISITING NURSE ASSOCIATION

NAME OF PROVIDER:

1041 41ST Avenue
Santa Cruz, CA 95062

ADDRESS:

CONTRACT # _____

SERVICE	APS CODE	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Health Care/RN	Q, H	Visit	\$150.00	.32	APS/CSBG
Health Care/RN	Q, H	Hour	\$96.00	.32	APS/CSBG
Health Care/Physical Therapy	Q, H	Visit	\$150.00	.32	APS/CSBG
Health Care/Occupational Therapy	Q, H	Visit	\$150.00	.32	APS/CSBG
Health Care/Speech Therapy	Q, H	Visit	\$150.00	.32	APS/CSBG

NOTES: (Holiday rates etc.)
Time and one half will apply to all holidays

EXHIBIT B

SERVICE DEFINITIONS

0141

Health Care

Health Care services purchased by Adult Services addresses care of health problems by appropriately licensed or certified persons when such care is not available from other sources. Persons providing such care may include: public health nurses, registered nurses, licensed vocational nurses, and occupational, physical and speech therapies.

Adult Services Health Care is limited to: skilled nursing assessments and services, collateral contacts with other health care and service providers, counseling, nutrition and medication evaluation. In addition to the provision of care, these professionals may train, demonstrate and supervise clients in techniques which may enable them or their caregivers to carry out their own care safely whenever possible.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0142

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

FROM: Human Resources Agency (Dept.)
He Anne Olson (Signature) 6/9/00 (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, Human Resources Agency (Agency)
and, Victorian (Name & Address) 560 Garden Rd. Suite #201, Monterey, CA 93940
2. The agreement will provide waived services for MSSP and support services for APS
3. The agreement is needed. to provide eligible clients with services not available elsewhere
4. Period of the agreement is from 7/1/00 to 6/30/01
5. Anticipated cost is \$ 15,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: W-9 on file contact: F. Newfield x4401
7. Appropriations are budgeted in 392100 \$5,000 3975 (Index#) 5382 (Subobject)
10,000

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

Appropriations are available and have been numbered. * N o . CO 02176 Date 6/14/00
are not will be
* SUBJECT TO THE APPROVAL OF THE 2000/2001
BUDGET
By GARY A. KNUTSON, Auditor - Controller
Ronald J. Silon Deputy.

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

Remarks: SS (Analyst) By Ed Sch County Administrative Officer Date 6/15/00
Agreement approved as to form. Date _____

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

To Orig. Dept. if rejected.

ADM 200 (6-95)
28

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
MULTIPURPOSE SENIOR SERVICES PROGRAM
ADULT PROTECTIVE SERVICES PROGRAM

THIS AGREEMENT is entered into this 1st day of July, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and VICTORIAN HOMECARE, INC., hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (AI'S).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (APS) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/or County.

1

Initial: SR
Contractor County

B. CONTRACTOR RESPONSIBILITIES

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and APS programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and APS clients.

C. PURCHASE OF SERVICES

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and APS clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/ her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

IV. 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. Workers' 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 \$500,000.00 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 General 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. This insurance coverage shall not be required if both the Contractor and the County acknowledge to this fact by initialing here- ____/____.

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 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 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:

County of Santa Cruz
Human Resources Agency, MSSP
1400 Emeline Avenue, 3rd Floor
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 coverages. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz
Human Resources Agency, MSSP
1400 Emeline Avenue, 3rd Floor
Santa Cruz, CA 95060

V. 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 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 judgment that the Contractor engaged under this Agreement is in fact an independent contractor.

VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by

contractor, or under contractor's supervision, by persons authorized by law to perform such services,

VII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to

wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

XII. RETENTION AND AUDIT OF RECORDS

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

XIII. RIGHTS IN DATA

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall

be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

XIV. 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, gender, sexual orientation, age (over 18), veteran status, pregnancy 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, gender, sexual orientation, age (over 18), veteran status, 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 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 Equal Employment Opportunity 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 XV.B. 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.

XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between

Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement shall be considered as unofficial information, and in no way binding upon the County.

XVII. 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.

XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult Family and Children's Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult Family and Children's Division Director
P.O. 1320
Santa Cruz, CA 95061

The Adult Family and Children's Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency
P.O. 1320
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

XIX. TERM OF AGREEMENT

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2001.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

XX. ATTACHMENTS

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): None

CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE

Signature: Sonya R Title: Executive Director Date: 6/5/00

COUNTY OF SANTA CRUZ

CECILIA ESPINOLA, HRA Administrator

Date _____

Approved as to form:

Approved as to insurances:

Jane M. Scott
County Counsel

Janet McKinley
County Risk Manager

Date: 5.30.00

Date: 5-31-2000

Distribution: County Administrative Office
Auditor-Controller
Contractor

NAME OF PROVIDER:
ADDRESS:

EXHIBIT A
SCOPE OF SERVICE

VICTORIAN HOMECARE
2560 Garden Rd. Suite # 201
Monterey, CA 93940

CONTRACT # _____

EXHIBIT B SERVICE DEFINITIONS

In-Home Protection/Protective Supervision

MSSP Code 3.7

APS Code H

In-Home Protection insures provision of 24-hour supervision to persons in their own homes who are very frail, isolated or homebound due to health conditions; individuals who have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; those whose cognitive functioning is impaired to the extent they require assistance and support; or those who otherwise may suffer a medical emergency. The goal of In-Home Protection is to prevent immediate placement in an acute care hospital, skilled nursing facility, or another 24-hour care facility.

In-Home Respite

MSSP Code 5.1

APS Code H

Respite service includes the supervision and care of clients while family or other persons who normally provide full-time care, take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed to cover emergencies and other absences of the usual caregiver. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements on the client's plan of care.

Chore Service

MSSP Code 3.1

APS Code H

Chore Services are those applying to household tasks rather than to the care of the client. Chore Services include: household cleaning, laundry, shopping, meal preparation, and household maintenance essential to the welfare of the client. Client instruction in performing household tasks and meal preparation may also be provided.

Personal Care Services

MSSP Code 3.2

APS Code H

Personal Care services include assistance to maintain personal hygiene, personal safety, and activities of daily living. These tasks are limited to non-medical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Client instruction in self care may also be provided; may also include assistance with preparation of meals, but does not include the cost of the meals themselves. When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the client-centered care. Thus, if food is spilled, it may be cleaned up, and when bed linen is soiled it may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker.

Professional Care Assistance (PCA)**MSSP Code 3.9
(N/A to APS)**

PCA is a comprehensive skilled service delivered by a certified nursing assistant (CNA) or a home health aide (HHA). The CNA/HHA works under either the supervision of a registered nurse (RN) employed by a home health agency, or under the direction of an RN. from the MSSP. The specific tasks provided are the same as listed under Personal Care (3.2). However, the special needs and circumstances of Waiver clients require a provider who can make skilled observations and exercise judgment regarding the execution of specific tasks and the overall provision of care. The training and expertise of a CNA/HHA is greater and more specialized than that of a provider working under the State plan. This higher level of skill is required to meet the needs of the frail elderly clients served under the Waiver.

Transportation/Escort**MSSP Code 6.3
APS Code B**

Assistance for clients who require personal care or support while being transported. This service will be provided by trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.

COUNTY OF SANTA CRUZ

0159

REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Human Resources Agency (Dept.)
He Ann Alcorn (Signature) 6/8/00 (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, Human Resources Agency (Agency)
 and, Lifespan Inc., 600 Frederick St., Santa Cruz, CA 95062 (Name & Address)
2. The agreement will provide Supportive Services for APS clients
3. The agreement is needed to provide mandated services
4. Period of the agreement is from 7/1/00 to 6/30/01
5. Anticipated cost is \$ 5,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: W-9 on file. contact: F. Newfield x4401
7. Appropriations are budgeted in 392100 (Index#) 3975 (Subobject)

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

Appropriations are available and have been encumbered.* Contract No. CO 02177 Date 6/14/00
are not will be
 * SUBJECT TO THE APPROVAL OF THE 2000/2001
H&A BUDGET GAR YA. KNUTSON, Auditor - Controller
 By Ronald J. Shinn Deputy.

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

Remarks: SS (Analyst) By Geh Schuy County Administrative Officer Date 6/15/01
 Agreement approved as to form. Date _____

Distribution:
 Bd. of Supv. - White
 Auditor-Controller - Blue
 County Counsel - ☐ ☐ ☐ ☐
 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 _____

By _____ Deputy Clerk

28

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2000 by and between **the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY**, hereinafter called COUNTY, and, **LIFESPAN Inc.**, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES: CONTRACTOR agrees to exercise special skill to provide short-term or emergency services to elderly and dependent adults.
 - A. CONTRACTOR shall provide services as authorized by representatives of Adult Protective Services as defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to eligible clients as determined by representatives of Adult Protective Services. Only those services specifically authorized by the COUNTY are to be provided.
 - B. CONTRACTOR shall provide all necessary and qualified staff for performance of services under this contract.
 - C. If CONTRACTOR is unable to provide authorized services to a specified client, CONTRACTOR shall notify the COUNTY within 2 hours of such determination
 - D. CONTRACTOR shall maintain an ongoing cooperation between service provider personnel and the COUNTY and shall supply information to and utilize information received from the County regarding referred clients. CONTRACTOR shall record services and submit reports as required by the COUNTY enumerating all services delivered to clients of the COUNTY.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

- A. CONTRACTOR shall be compensated for providing authorized services under this contract, on a unit cost basis as established in Exhibit "A". CONTRACTOR shall submit invoices upon completion of delivery of service or within 30 days of that date.

Submit invoice for payment to:

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

3. TERM. The term of this contract shall be July 1, 2000, through June 30, 2001
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 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 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 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here ____/____.

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 cancelled until after thirty (30) days prior written notice has been given to:

Adult Services
Human Resources Agency
P. O. Box 1320
Santa Cruz, CA 95061

Attn: Don Allegri

- 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:

Adult Services
Human Resources Agency
P. O. Box 1320
Santa Cruz, CA 95061

Attn: Don Allegri

7. FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State, and local laws and regulations and requirements pertinent to its operation. CONTRACTOR shall maintain throughout the life of the agreement, all permits, licenses, certificates, and other insurances that are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

8. 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), 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. 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 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), 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 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 Equal Employment Opportunity 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.
9. 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 judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

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

11. CLIENT CONFIDENTIALITY

THE CONTRACTOR shall protect from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR'S obligations under this agreement. The CONTRACTOR shall promptly transmit to the COUNTY any requests for disclosure of such information not emanating from the client. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such information to anyone other than the State without prior written authorization from the COUNTY.

12. 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.

13. 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.

14. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit "A" Scope of Service
Exhibit "B" Service Definitions

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

CONTRACTOR

COUNTY OF SANTA CRUZ

By: Pamela Goodman
Address: 600 Piedmont St
Santa Cruz, CA 95062
Telephone: 831 469-4500

By: _____

APPROVED AS TO INSURANCE:

By: Janet McKinley 5-31-2000
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

DISTRIBUTION:

County Administrative Office
Auditor-Controller
Contractor

NAME OF PROVIDER: ADDRESS:

LIFESPAN INC
600 Frederick St.
Santa Cruz CA 95062

EXHIBIT A
SCOPE OF SERVICE

CONTRACT # _____

28

SERVICE	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Health Care/ RN	Q	Hour	\$70.00	N/A	APS/CSBG
In-Home Respite * (3 hour minimum)	H	Hour	\$19.00	.33	APS/CSBG
In-Home Respite / Sleepover	H	1 z hour shift	\$145.00	.33	APS/CSBG
Personal Care (3 hour minimum)	H	Hour	\$19.00	.33	APS/CSBG
Personal Care - Brief Visit	H	Visit	\$28.00	.33	APS/CSBG
(One activity up to 1 hour service)					
In-Home Protection * (3 hour minimum)	H	Hour	\$19.00	.33	APS/CSBG
In-Home Protection / 12 hour Sleepover	H	1 z hour shift	\$145.00	.33	APS/CSBG
Chore Service (3 hour minimum)	H	Hour	\$19.00	.33	APS/CSBG
Chore Service - Brief Visit	H	Visit	\$28.00	.33	APS/CSBG
(One activity up to 1 hour service)					
Same Day Set-Up Fee	H	OTO **	\$100.00	N/A	APS/CSBG

NOTES:

- * Respite and In-Home Protection are billed hourly for daytime service or awake night care, wd billed at a shift rate for sleepover. Sleepover requires that provider has a comfortable place to sleep and is awakened no more than 2X in eight hours to assist client, and client must be able to summoned for care when needed.
- ** OTO: One Time Only charge per client per service request, more than one such request may occur per client during the period of the agreement.
- Holiday rates of time and one half will be charged to all services for : New Year's Day, Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas
 - HealthCare/RN can respond within 2 working days and includes written assessment
 - In-Home Respite, protection and personal care cannot be provided without previous assessment or the client

EXHIBIT B

SERVICE DEFINITIONS

Health Care - APS Code Q

Health Care services purchased by Adult Services addresses care of health problems by appropriately licensed or certified persons when such care is not available from other sources. Persons providing such care may include: public health nurses, registered nurses, licensed vocational nurses, and occupational, physical and speech therapies.

Adult Services Health Care is limited to: skilled nursing assessments and services, collateral contacts with other health care and service providers, counseling, nutrition and medication evaluation. In addition to the provision of care, these professionals may train, demonstrate and supervise clients in techniques which may enable them or their caregivers to carry out their own care safely whenever possible.

In-Home Protection -APS Code H

In-Home Protection insures provision of 24-hour supervision to persons in their own homes who are very frail, isolated or homebound due to health conditions; individuals who have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; those whose cognitive functioning is impaired to the extent they require assistance and support: or those who otherwise may suffer a medical emergency. The goal of In-Home Protection is to prevent immediate placement in an acute care hospital, skilled nursing facility, or another 24-hour care facility.

In-Home Respite – APS Code H

Respite service includes the supervision and care of clients while family or other persons who normally provide full-time care, take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed to cover emergencies and other absences of the usual caregiver. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements on the client's plan of care.

Chore Service – APS Code H

Chore Services are those applying to household tasks rather than to the care of the client. Chore Services include: household cleaning, laundry, shopping, meal preparation, and household maintenance essential to the welfare of the client. Client instruction in performing household tasks and meal preparation may also be provided.

Personal Care Services

Personal Care Services are provided by trained individuals such as Certified Nursing assistant (CNA) or Home Health Aide (HHA) working under the supervision of a R.N. employed by a home care agency.

Personal Care services include assistance to maintain personal hygiene and safety and activities of daily living. These activities include: grooming, dressing, bathing, oral hygiene, feeding, care and assistance with prosthetic devices, assistance with transferring and repositioning, ambulation assistance, and client instruction in self-care.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0168

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

FROM: Human Resources Agency (Dept.)
He Anne Accon (Signature) 6/9/00 (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 Human Resources Agency (Agency)
and, Mischa Eovaldi, LCSW, 820 Bay Ave., Capitola 95010 (Name & Address)
2. The agreement will provide counseling and specialist case management
3. The agreement is needed to provide services to MSSP and APS clients
4. Period of the agreement is from 7/1/00 to 6/30/01
5. Anticipated cost is \$ 3,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contact: F. Newfield x 4401
7. Appropriations are budgeted in 392100 1,000 3975
2,000 (Index#) 5382 (Subobject)

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

Appropriations are available and will be encumbered? Contract No. CO 02178 Date 6/14/00
are not

*** SUBJECT TO THE APPROVAL OF THE 2000-2001
HRA BUDGET**

GARY A. KNUTSON, Auditor - Controller
By Ronell 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 Human Resources Agency
(Agency).

Remarks: ES (Analyst)

County Administrative Officer
By He Anne Accon Date 6/15/00

Agreement approved as to form. Date _____

Distribution:

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

*To Orig. Dept. if rejected.

38
ADM-23/95)

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 _____ 19 _____
County Administrative Officer
By _____ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT
MULTIPURPOSE SENIOR SERVICES PROGRAM
ADULT PROTECTIVE SERVICES PROGRAM

0169

THIS AGREEMENT is entered into this 1st day of July, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and MISCHA EOVALDI, LCSW hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (AI'S).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (AI'S) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/or County.

1

Initial: ME / _____
Contractor County

B. CONTRACTOR RESPONSIBILITIES

0170

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and APS programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and APS clients.

C. PURCHASE OF SERVICES

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and APS clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference,
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

IV. 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. Workers' 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 MG.
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 \$500,000.00 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 MG/_____.
3. Comprehensive or Commercial General 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. This insurance coverage shall not be required if both the Contractor and the County acknowledge to this fact by initialing here-
/_____.

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 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 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:

County of Santa Cruz
Human Resources Agency, MSSP
1400 Emeline Avenue, 3rd Floor
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 coverages. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz
Human Resources Agency, MSSP
1400 Emeline Avenue, 3rd Floor
Santa Cruz, CA 95060

V. 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 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 judgment that the Contractor engaged under this Agreement is in fact an independent contractor.

VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by

contractor, or under contractor's supervision, by persons authorized by law to perform such services.

VII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to

wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

XII. RETENTION AND AUDIT OF RECORDS

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

XIII. RIGHTS IN DATA

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall

be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such payment shall be agreed upon in writing by the Contractor and the County, State, and/ or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

XIV. 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, gender, sexual orientation, age (over 18), veteran status, pregnancy 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, gender, sexual orientation, age (over 18), veteran status, 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 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 Equal Employment Opportunity 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 XV.B. 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.

XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between

Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement shall be considered as unofficial information, and in no way binding upon the County.

XVII. 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.

XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult Family and Children's Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult Family and Children's Division Director
P.O. 1320
Santa Cruz, CA 95061

The Adult Family and Children's Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency
P.O. 1320
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

XIX. TERM OF AGREEMENT

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2001.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

XX. ATTACHMENTS

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): NONE

CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE

M. Gerald LCSW 6/1/00
Signature Title Date

COUNTY OF SANTA CRUZ

CECILIA ESPINOLA, HRA Administrator

Date

Approved as to form:

Approved as to insurances:

Jane M. Scott
County Counsel

Janet McKinley
County Risk Manager

Date: 5-30-00

Date: 5-31-2000

Distribution: County Administrative Office
Auditor-Controller
Contractor

EXHIBIT A

SCOPE OF SERVICE

NAME OF PROVIDER:

Mischia Eovaldi, LCSW

CONTRACT # _____

ADDRESS:

820 Bay Ave.
Capitola, CA 95010

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Therapeutic Counseling	8.4	Q	Hour	\$60	n/a	Waived Title XIX - MSSP APS/CDBG
Specialist Case Management	4.3	Q	Hour	\$60	n/a	Waived Title XIX - MSSP APS/CDBG

Exhibit B

Service Definitions

4.3 Purchased Specialist Case Management

For the vast majority of MSSP clients, case management services are provided solely by site case management staff. However, under special circumstances, additional case-specific resources may be purchased from social, legal and health specialists in the community in order to augment the resources and skills of site-staffed case management. Activities may include the purchase of more skilled diagnostic and consultant services by social, legal/paralegal and health professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public health benefits or assistance are also covered.

8.4 Therapeutic Counseling

Therapeutic Counseling includes individual or group counseling to assist with social, psychological, or medical problems which have been identified in the assessment process and included in the client's care plan. Services shall not exceed 12 visits per quarter.

The MSSP has found that therapeutic counseling is essential for preventing some clients from being placed in a nursing facility (NF). This service may be utilized in situations where clients or their caretakers may face crises, severe anxiety, emotional exhaustion, personal loss/grief, confusion, and related problems. Counseling by licensed or certified counselors in conjunction with other services (e.g., respite, IHSS, meals) may reverse some states of confusion and greatly enhance the ability of a family to care for the client in the community, or allow the client to cope with increasing impairment or loss.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0184

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

FROM: Human Resources Agency (Dept.)
He Anna Alcon (Signature) 6/9/00 (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 County of Santa Cruz - MSSP (Agency)
and Lifespan 600 Frederick St. Santa Cruz, CA 35062 (Name & Address)
- The agreement will provide waived services to MSSP clients.
- The agreement is needed To incorporate rate adjustments and add services
- Period of the agreement is from July 1, 2000 to June 30, 2001
- Anticipated cost is \$55,000.00 ~~XXXXXX~~ XXXXXX (Fixed amount, Monthly rate, Not to exceed)
- Remarks: Contract term: 7/1/98 - 6/30/2001 Contact person: Veronica Heath x4726
AMEND #1 changing scope of service
- Appropriations are budgeted in 392100 (Index#) 5382 (Subobject)

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

Appropriations are available and have been encumbered. * Contract No. 00716 Date 6/14/00
* SUBJECT TO THE APPROVAL OF THE 2000/2001
HRA BUDGET GARY A. KNUTSON, Auditor - Controller
By Ronald 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 / MSSP

Remarks: ES (Analyst) County Administrative Officer
By Ed Eley Date 6/15/00
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.

28
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

0185

AMENDMENT TO CONTRACT # 00716
AGREEMENT FOR THE PURCHASE OF SERVICES TO
MULTIPURPOSE SENIOR SERVICES PROGRAM

The County of Santa Cruz, by and through the Human Resources Agency, hereinafter referred to as "COUNTY" and Lifespan Inc., hereinafter referred to as "CONTRACTOR" hereby modify the contract to provide purchased waived services to the eligible clients of the Multipurpose Senior Services Program (MSSP). The purpose of this amendment is to incorporate additional services and rate adjustments to the existing Purchase of Service Agreement #80716A. The provisions of this amendment shall be effective from July 1, 2000 through June 30, 2001.

(A) Exhibit A is to be replaced with the attached Exhibit A which contains the following additions or changes:

- (1) Add Specialist Purchased Case Management -Code 4.3 -- at the rate of \$70/hr.
- (2) Add "Brief Visit" service rates of \$28 for Personal Care, Code 3.2 and Personal Care Assistance, Code 3.9
- (3) All services that previously had two (2) hour minimum service hours are changed to three (3) hour minimum
- (4) Change mileage reimbursement from .325 to .33 per mile
- (5) Change rate for Social Reassurance/Friendly Visiting-Code 8.3, Escort/Friendly Visitor-Code 6.3, and Communication/Translation-Code 9.1, all to \$20 per hour.
- (6) Change rate for Chore Work -- Code 3.1, Personal Care -- Code 3.2, Protective Supervision (hourly) -- Code 3.7, Professional Care Assistance -- Code 3.9, In-Home Respite (hourly) -- Code 5.1, Escort/Personal Care Attendant -- Code 6.3, all to \$15.50 per hour
- (7) Change rate for Protective Supervision (12 hour sleepover) -- Code 3.7 and In-Home Respite (12 hour sleepover) -- Code 5.1 to \$120 per shift
- (8) Change rate for Social Reassurance/Phone Monitoring (2 calls daily) -- Code 8.3 to \$100 per month
- (9) Delete entirely: Protective Supervision (16 hour sleepover and 24 hour live-in shift)-- Code 3.7; and Respite (16 hour sleepover and 24 hour live-in shift) -- Code 5.1

(B) Exhibit B (Services Definitions) is amended to include Specialist Purchased Case Management, Code 4.3

An amended Exhibit "A" and Exhibit "B" each are attached and incorporated herein by this reference.

All other provisions of said contract shall remain the same

COUNTY OF SANTA CRUZ

By: _____ Date _____
Cecilia Espinola, Administrator
Human Resources Agency

CONTRACTOR

By: Paul Goodman Date 6/9/00
Contractor's Authorized Representative

APPROVED AS TO FORM

Jane M. Scott
County Counsel

APPROVED AS TO INSURANCE

Janet McKinley 6-8-2000
Risk Manager

Distribution: County Administrative Office
Auditor Controller
Contractor

Name 03 Provider:
Address:

LifeSpan Inc.
600 Frederick St.
Santa Cruz, CA 95062

EXHIBIT A
SCOPE OF SERVICE

CONTRACT # 00716

SERVICE	CODE	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Chore Work		HOUR	\$15.50*+		Waived Title XIX
Personal Care		HOUR	3.2		Waived Title XIX
Personal Care		VISIT	28.00		Waived Title XIX
Health Care/RN		HOUR	3.3		Waived Title XIX
Protective Supervision		HOUR	3.7		Waived Title XIX
Protective Supervision/12hr Sleep-over		DAY	120.00+		Waived Title XIX
Professional Care Assistance/HHA/CNA		HOUR	3.9		Waived Title XIX
Professional Care Assistance/HHA/CNA		VISIT	28.00		Waived Title XIX
Specialist Purchased Case Management		HOUR	4.3		Waived Title XIX
Respite/In Home/Chore Worker		HOUR	5.1		Waived Title XIX
Respite/In Home/CNA/HHA		HOUR	5.1		Waived Title XIX
Respite/In Home/12hr Sleep-over		DAY	120.00+		Waived Title XIX
Escort/Personal Care Attendant		HOUR	6.3		Waived Title XIX
Escort/Friendly Visitor-1 hr min.		HOUR	6.3		Waived Title XIX
Social Reassurance/Phone Monitor		MONTH (18.3all daily)	65.00		Waived Title XIX
Social Reassurance/Phone Monitor		MONTH (2 calls daily)	100.00	8.3	Waived Title XIX
Social Reassurance/Phone Monitor		DAY (Pro rate)	2.50		Waived Title XIX
Social Reassurance/Friendly Visitor		HOUR	20.00+		Waived Title XIX
Money Management		HOUR	55.00		Waived Title XIX
Communication/Translation		HOUR	20.00+		Waived Title XIX

*3 hour minimum
+Will charge time and one half for the following holidays: New Years, Presidents, Easter, Memorial, Independence, Labor, Thanksgiving, Christmas

Exhibit B

Service Definitions

4.3 Purchased Specialist Case Management

For the vast majority of MSSP clients, case management services are provided solely by site case management staff. However, under special circumstances, additional case-specific resources may be purchased from social, legal and health specialists in the community in order to augment the resources and skills of site-staffed case management. Activities may include the purchase of more skilled diagnostic and consultant services by social, legal/paralegal and health professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public health benefits or assistance are also covered.

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0189

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

FROM: Human Resources Agency (Dept.)
W. C. Alcorn (Signature) 6/9/00 (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 City of Santa Cruz, Human Resources Agency (Agency)
and, Regent at Sunshine Villa, 80 Front St., Santa Cruz, 95060 (Name & Address)
2. The agreement will provide Out of Home Care
3. The agreement is needed To provide APS support services
4. Period of the agreement is from 7/1/00 to 6/30/01
5. Anticipated cost is \$ 2,500 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contact: F. Newfield 2440 1
7. Appropriations are budgeted in 392100 (Index#) 3 9 7 5 (Subobject)

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

Appropriations are available and have been encumbered. * Contract No. 00 02179 Date 6/14/00
* SUBJECT TO THE APPROVAL OF THE 2000-2001 GARY A. KNUTSON, Auditor - Controller
HRA BUDGET By Ronald J. Sidor Deputy.

Proposed 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: _____ (Analyst) By _____ Date - - -
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 Crig. Dept. if rejected.

A.D.M. - 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 _____ 19 _____
By _____ Deputy Clerk

28

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1 s t day of July, 2000 by and between the **COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY**, hereinafter called COUNTY, and, REGENT at SUNSHINE VILLA, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES: CONTRACTOR agrees to exercise special skill to provide short-term or emergency services to elderly and dependent adults.
 - A. CONTRACTOR shall provide services as authorized by representatives of Adult Protective Services as defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to eligible clients as determined by representatives of Adult Protective Services. Only those services specifically authorized by the COUNTY are to be provided.
 - B. CONTRACTOR shall provide all necessary and qualified staff for performance of services under this contract.
 - C. If CONTRACTOR is unable to provide authorized services to a specified client, CONTRACTOR shall notify the COUNTY within 2 hours of such determination.
 - D. CONTRACTOR shall maintain an ongoing cooperation between service provider personnel and the COUNTY and shall supply information to and utilize information received from the County regarding referred clients. CONTRACTOR shall record services and submit reports as required by the COUNTY enumerating all services delivered to clients of the COUNTY.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

- A. CONTRACTOR shall be compensated for providing authorized services under this contract, on a unit cost basis as established in Exhibit "A". CONTRACTOR shall submit invoices upon completion of delivery of service or within 30 days of that date.

Submit invoice for payment to:

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

3. TERM of this contract shall be July 1, 2000, through June 30, 2001
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 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 he DCR /

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 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 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here - / -

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 cancelled until after thirty (30) days prior written notice has been given to:

Adult Services
Human Resources Agency
P. O. Box 1320
Santa Cruz, CA 95061

Attn: Don Allegri

- 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:

Adult Services
Human Resources Agency
P. O. Box 1320
Santa Cruz, CA 95061

Attn: Don Allegri

7. FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State, and local laws and regulations and requirements pertinent to its operation. CONTRACTOR shall maintain throughout the life of the agreement, all permits, licenses, certificates, and other insurances that are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

8. 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), 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. 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 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), 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 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 Equal Employment Opportunity 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.
9. 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 judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

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

11. CLIENT CONFIDENTIALITY

THE CONTRACTOR shall protect from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR'S obligations under this agreement. The CONTRACTOR shall promptly transmit to the COUNTY any requests for disclosure of such information not emanating from the client. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such information to anyone other than the State without prior written authorization from the COUNTY.

12. 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.13. 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.14. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit "A" Scope of Service
Exhibit "B" Service Definitions

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

CONTRACTOR

Re ent at Sunshine VillaBy: X do -lh 2 RoubertAddress: 80 Front STSanta CruzTelephone: (831) 459-8400

COUNTY OF SANTA CRUZ

By: _____

APPROVED AS TO INSURANCE:

By: Janet McKinley 5-31-2000

Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott

County Counsel

DISTRIBUTION:

County Administrative Office
Auditor-Controller
Contractor

EXHIBIT B

SERVICE DEFINITIONS

Out-of-Home Respite APS Code L

Respite service includes the supervision and care of clients while family or other persons who normally provide full-time care, take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed to cover emergencies and other absences of the usual caregiver. Out of home respite may be provided by residential care facilities or skilled nursing facilities licensed by the state of California.

Out-of-Home Protective Care – APS Code L

Out-of-Home Protective Care insures provision of 24-hour supervision and care in a licensed setting to persons with frail health conditions who are isolated, or without a regular or reliable caregiver; individuals who have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; those whose cognitive functioning is impaired to the extent they require assistance and support; or those who otherwise may suffer a medical emergency. Protective care may also be needed to cover other emergency situations and other extended absences of the caregiver

EXHIBIT A**SCOPE OF SERVICE**NAME OF PROVIDER: **Repent at Sunshine Villa**

CONTRACT # _____

ADDRESS: 80 Front Street
Santa Cruz, CA 95060

SERVICE	APS CODE	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Out-of-Home Respite (Assisted Living)	L	Day	\$100	N/A	APS/CSBG
Out-of-Home Protective Care (Assisted Living)	L	Day	\$100	N/A	APS/CSBG
Out-of-Home Respite (Dementia)	L	Day	\$150	N/A	APS/CSBG
Out-of-Home Protective Care (Dementia)	L	Day	\$150	N/A	APS/CSBG

Services are dependent upon the availability of resident beds.

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0197

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

FROM: Human Resources Agency (Dept.)
DeAnna Alkon (Signature) 6/9/00 (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 Resources Agency (Agency)
and Becket and Company, Inc., 417 Avenida Arboles, San Jose, CA 95123-1410 (Name & Address)
2. The agreement will provide consultant services to develop a Public Guardian policies and procedures manual
3. The agreement is needed to provide funding for the services
4. Period of the agreement is from 12/14/99 to 12/31/01
5. Anticipated cost is \$ 25.000 no change (Fixed amount; Monthly rate; Not to exceed)
6. Remark contact: F. Newfield x4401
Amend #1 to extend contract through 12/31/01
7. Appropriations are budgeted in 394000 (Index#) 3 6 6 5 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 91994 Date 6/14/00
are not will be

TIME EXTENSION ONLY

GARY A. KNUTSON, Auditor - Controller
By Ronald J. Niles Deputy

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

Remarks: ES (Analyst) By Ed Sch... County Administrative Officer Date 6/15/00

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Pink
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

28

AMENDMENT #1 TO INDEPENDENT CONTRACTOR AGREEMENT #91994

The COUNTY OF SANTA CRUZ, by and through the Human Resources Agency, hereinafter referred to as "COUNTY" and BECKET AND COMPANY, INC., hereinafter referred to as "CONTRACTOR" hereby amend contract number 91994 which originally provided services from December 14, 1999 through June 30, 2000. The purpose of this amendment is to extend the term of the contract for an additional 6 months, from July 1, 2000 through December 31, 2000. The provisions of this Amendment shall be effective from July 1, 2000 through December 31, 2000. All other provisions of said contract shall remain the same.

(A) Paragraph 3 is amended to read:

3. ~~TERM~~ Term of this contract shall be December 14, 1999 through December 31, 2000, option to extend contract beyond specified term is contingent upon funding and mutual agreement between County and Contractor.

SIGNATURES

COUNTY OF SANTA CRUZ

By: _____

Human Resources Agency

Date: _____

CONTRACTOR

By: Flora Becket

Becket and Company, Inc.

Date: June 9, 2000Address: 4 17 Avenida At-boles
San Jose, CA 95123-1410Telephone: (408) 226-7397Tax ID#: 94-27755 11

APPROVED AS TO FORM:

By: Jane M. Scott
Assistant County CounselBy: Janet McKinley 6-8-2000
Risk ManagementDISTRIBUTION: Auditor-Controller
Contractor

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0199

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 6/9/00 (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 City of Santa Cruz, Human Resources Agency (Agency)
and Santa Cruz Health Care Center, 1115 Capitola Rd., Santa Cruz, 95062 (Name & Address)
2. The agreement will provide Out of Home Care
3. The agreement is needed. To Provide APS Support Services
4. Period of the agreement is from 7/1/00 to 6/30/01
5. Anticipated cost is \$ 1,500 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contact: F. Newfield x4401
7. Appropriations are budgeted in 392100 (Index#) 3975 (Subject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETE 1) FORM AUD-74

Appropriations are available and have been encumbered * Contract No. 02180 Date 6/14/00
are not available and will be encumbered *
* SUBJECT TO THE APPROVAL OF THE 2000/2001 HRA BUDGET
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 ERA Administrator to execute the same on behalf of the Human Resources Agency (Agency).
County Administrative Officer

Remarks: _____ (Analyst) By _____ Date _____
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

28

INDEPENDENT CONTRACTOR AGREEMENT

0200

THIS CONTRACT is entered into this July 2 day of July by and between the **COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY**, hereinafter called COUNTY, and, **Vencor Nursing Centers West, LLC dba Santa Cruz HealthCare Center**, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES: CONTRACTOR agrees to exercise special skill to provide short-term or emergency services to elderly and dependent adults.
 - A. CONTRACTOR shall provide services as authorized by representatives of Adult Protective Services as defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to eligible clients as determined by representatives of Adult Protective Services. Only those services specifically authorized by the COUNTY are to be provided.
 - B. CONTRACTOR shall provide all necessary and qualified staff for performance of services under this contract.
 - C. If CONTRACTOR is unable to provide authorized services to a specified client, CONTRACTOR shall notify the COUNTY within 2 hours of such determination.
 - D. CONTRACTOR shall maintain an ongoing cooperation between service provider personnel and the COUNTY and shall supply information to and utilize information received from the County regarding referred clients. CONTRACTOR shall record services and submit reports as required by the COUNTY enumerating all services delivered to clients of the COUNTY.


2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

- A. CONTRACTOR shall be compensated for providing authorized services under this contract, on a unit cost basis as established in Exhibit "A". CONTRACTOR shall submit invoices upon completion of delivery of service or within 30 days of that date.

Submit invoice for payment to:

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

3. Term. Term of this contract shall be July 1, 2000, through June 30, 2001
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

Initial 
Contractor/County

- 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 _____/_____

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 LB / ____.
- 3) Comprehensive or Commercial 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here _____/_____.

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 cancelled until after thirty (30) days prior written notice has been given to:

Adult Services
Human Resources Agency
P. O. Box 1320
Santa Cruz, CA 95061

Attn: Don Allegri

- 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:

Adult Services
Human Resources Agency
P. O. Box 1320
Santa Cruz, CA 95061

Attn: Don Allegri

7. FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State, and local laws and regulations and requirements pertinent to its operation. CONTRACTOR shall maintain throughout the life of the agreement, all permits, licenses, certificates, and other insurances that are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

8. 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), 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. 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 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), 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 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 Equal Employment Opportunity 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.
9. 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 judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

10. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.
11. CLIENT CONFIDENTIALITY

11. CLIENT CONFIDENTIALITY

THE CONTRACTOR shall protect from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR'S obligations under this agreement. The CONTRACTOR shall promptly transmit to the COUNTY any requests for disclosure of such information not emanating from the client. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such information to anyone other than the State without prior written authorization from the COUNTY.

12. 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.13. 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.14. ATTACHMENTS This Agreement includes the following attachments:

Exhibit "A" Scope of Service
Exhibit "B" Service Definitions

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: 

By: _____

VINCENT HAMBRIGHT, SR VP
Address: 20u Hospital Circle
Westminster, CA 92683

Telephone: 714/899-5010

2. APPROVED AS TO INSURANCE:

3. APPROVED AS TO FORM:

By: By: 

Risk Management

County Counsel

DISTRIBUTION:

County Administrative Office
Risk Management
Contractor

Service Definitions**Exhibit B****Out-of-Home Respite Care – APS (code N)**

Respite service includes out-of-home supervision and care in a licensed setting while the family or other individuals who normally provide full-time care take short-term relief or respite which allows them to continue as caregivers.

Out-of-Home Protective Care – APS (code N)

Out-of-Home Protective Care insures provision of 24-hour supervision and care in a licensed setting to persons with frail health conditions who are isolated, or without a regular or reliable caregiver; individuals who have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; those whose cognitive functioning is impaired to the extent they require assistance and support; or those who otherwise may suffer a medical emergency. Protective care may also be needed to cover other emergency situations and other extended absences of the caregiver

Short Stay Set-Up Fee

Applies to stays of 5 nights or less per admittance to facility. Does not apply to stays longer than 5 overnights.

EXHIBIT A**SCOPE OF SERVICE**

NAME OF PROVIDER:

Santa Cruz HealthCare Center

CONTRACT # _____

ADDRESS:

1115 Capitola Road
Santa Cruz. CA 95062

SERVICE	APS CODE	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Out-of-Home Protective Care	L	Day	\$130	n/a	APS/CSBG
Out-of-Home Respite	L	Day	\$120	n/a	APS/CSBG
Short stay set-up fee (5 overnights or less)	L	OTO *	\$100	n/a	APS/CSBG

NOTES:

MD orders are required for admittance.

Medications from home cannot be accepted.

Necessary pharmacy or special medical supply costs may be billed in addition with itemized invoice

• One Time Only (OTO) per client per hospital stay, more than one stay may occur per client during the period of the agreement.

Services include: Semi private room, routine nursing care, administration of medications by nursing, personal care, supervision of ADLs and assistive devices, restorative nursing services, internal case management, meals and nutritional assessments/evaluations, and recreational activities.

Exclusions under this rate: oral and IV pharmaceuticals and pharmaceutical supplies, medical supplies, durable medical equipment, oxygen, enteral feeding and supplies, TPN, dialysis, X-ray, Laboratory, CT scans, physician services and transportation.

If ancillaries are required as ordered by a physician and provided by SCHC Center, they will be billed in addition to per diem.

Vencor holds the right to deny admission to patients with needs beyond the scope of services provided by the facility and/or bed availability.