

County of Santa Cruz

HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator
1000 Emeline Avenue, Santa Cruz, CA 95060
(831) 454-4130 or 454-4045 FAX: (831) 454-4642

July 28, 2000

AGENDA: August 8, 2000

BOARD OF SUPERVISORS

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

HEALTH CARE OUTREACH PROJECT

Dear Members of the Board:

As you may know, the Human Resources Agency (HRA), along with the Health Services Agency, community-based service providers, and the County Office of Education, have been involved in outreach to uninsured poor families in Santa Cruz County to apprise them of the Medi-Cal and health care programs, which provide health coverage for uninsured low-income families and their children. Toward this end, this working group of agencies recently applied to the David and Lucile Packard Foundation and the California Department of Health Services (DHS) for funding. The Packard Foundation has awarded a \$94,820 grant for health care outreach and enrollment in Santa Cruz County for FY00/01. The Coalition has selected the Human Resources Agency as the appropriate lead agency and fiscal agent. The purpose of this letter is to recommend that your Board accept and appropriate the unanticipated Packard funds and approve the contracts between Human Resources Agency and collaborative members.

Background Information

The Health Care Outreach Coalition was formed in 1997 from a common desire among public and private agencies to expand health care coverage for the uninsured residents of Santa Cruz County, focusing specifically on children. The Coalition includes Santa Cruz City Schools, Food and Nutrition Services/WIC Program, Food and Nutrition Services/Adelante, Santa Cruz Community Counseling Center/Youth Services, Santa Cruz Women's Health Center, Planned Parenthood Mar Monte/Watsonville and Westside Health Clinics, Valley Resource Center, Pajaro Valley Unified School District/Healthy Start, United Way of Santa Cruz County, Community Action Board/Davenport Resource Service Center, Familia Center, Santa Cruz County Office of Education, Second Harvest Food Bank of Santa Cruz and San Benito Counties, All Kids by Two, Central Coast Alliance for Health, Health Services Agency, and Human Resources Agency. Each member of the Coalition has demonstrated performance in a community-wide collaborative and holistic approach to the provision of services to low-income families and children. Each agency conducts their service

BOARD OF SUPERVISORS
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Health Care Outreach Project

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activities utilizing linguistically and culturally appropriate staff and materials, so as to best meet the diverse needs of the community.

Outreach and retention efforts have been tremendously successful. A measure of that success has been a 4.8% increase in Medi-Cal enrollments in FY98/99. In addition, the 95076 zip code that has been heavily targeted by the Coalition was recognized by the Managed Risk Medi-Cal Insurance Board (MRMIB) as one of the top 25 Healthy Families enrollment zip codes in the state in FY98/99.

Project Description

The Human Resources Agency, in conjunction with the Health Care Outreach Coalition of Santa Cruz County, proposed a twelve month project to improve access to no-cost or low-cost health care coverage for low-income Santa Cruz County residents to the Packard Foundation. The Packard Foundation negotiated with DHS, the submission of a proposal for matching state funds based on the Packard's contribution. DHS indicated that these matching funds when awarded would be an amendment to the Medi-Cal 1931(b) Outreach Grant held by HSA. The Packard Foundation also stipulated that HSA pass the amended DHS grant amount to HRA to execute the contracts with community based agencies. The total funding package includes \$94,820 approved by the Packard Foundation on June 30, 2000 and \$295,772 still pending DHS approval. DHS originally anticipated making a decision by May 2000. Recently, Packard has verbally been told that DHS anticipates final approval in the next few weeks.

In several cases, the proposed new funding supports continuing efforts that were originally funded from Packard and other sources that are set to expire. To prevent interruption of services and staffing within the community based organizations involved, the Packard Foundation has agreed to cover through September 30, 2000 the contract amount for continuing contractors. The remainder of the Packard grant will be held as an unallocated reserve until DHS approves the additional funds. Once DHS approval is received, we will return to your Board with amendments to extend dates and amounts of continuing contracts. At that time, we will also submit new contracts with additional providers.

The project will conduct outreach and enrollment activities, assist families with the application process for different programs, and enroll them in the appropriate health care program. Outreach and enrollment for the following programs will be provided: Access for Infants and Mothers Program (AIM); California Children's Services (CCS); Child Health and Disability prevention (CHDP); Family PACT (Planning, Access, Care & Treatment); Pacific Health Advantage (PacAdvantage); Healthy Families Program; Managed Risk Medical Insurance Program (MRMIP); Medi-Cal and California Kids.

Recommendations

HRA is requesting that your Board accept and appropriate the \$94,820 which the Packard Foundation board has approved for the project.

In addition, the Human Resources Agency recommends approval of continuing contracts with the following agencies to fund outreach and enrollment activities through September 30, 2000: Food and Nutrition Services/WIC Program - \$4,371; Food and Nutrition Services/Adelante - \$4,797; Santa Cruz Community Counseling Center/Youth Services - \$4,033; Valley Resource Center - \$3,281;

BOARD OF SUPERVISORS
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Pajaro Valley Unified School District/Healthy Start - \$4,364; United Way of Santa Cruz County - \$11,912 Community Action Board/Davenport Resource Service Center - \$1,631; Santa Cruz Office of Education - \$1,749. In addition, it is recommended that \$4,728 be allocated to continue through September 30, 2000 the existing contract with the Project Coordinator. These contracts are on file with the Clerk of the Board.

IT IS THEREFORE RECOMMENDED that your Board:

1. Adopt a resolution accepting unanticipated funds in the amount of \$94,820 for the Health Care Outreach Project and appropriating that revenue as shown on the attached AUD 60; and
2. Approve and authorize the Human Resources Agency Administrator to sign the continuing contracts for the Health Care Outreach Project.


Very truly yours,



CECILIA ESPINOLA
Administrator

CE/SP:sp/Packard Grant FY00-01 .doc
Attachments

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: Auditor-Controller
County Counsel
Risk Management
Packard Foundation
Collaborative Members

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

RESOLUTION NO. _____

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

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from PACKARD
FOUNDATION for Healthcare Outreach & Enrollment Grant program; and

WHEREAS, the County is recipient of funds in the amount of \$ 94,820
which are either in excess of **those anticipated** or are not specifically set
forth in the current fiscal year budget of the County; and

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

NOW, THEREFORE, BE **IT RESOLVED AND ORDERED** that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$ 94,820 to _____ o

Department HRA-Family Relations

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	392400	2372	CONTRIBUTIONS, DONATIONS	94,820

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

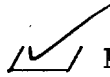
<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	392400	5191		CONTRIB. TO OTHER AGENCY	94,820

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

BY [Signature]
Department Head

Date 7/20/00

COUNTY ADMINISTRATIVE OFFICER



Recommended to Board



Not Recommended to Board

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

AYES: SUPERVISORS

NOES: SUPERVISORS

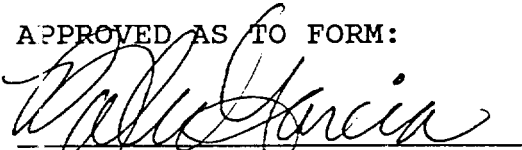
ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 7/25/00
Auditor-Controller

Distribution:

Auditor-Controller
County Council
County Administrative Officer
Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0100

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 2/28/00 e)

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 CSC HRA (Agency)
and Food & Nutrition Services/WIC, 236 Santa Cruz Ave. Aptos, CA 95003 (Name & Address)
2. The agreement will provide increased access and enrollment efforts for low cost health care coverage to low income residents of Santa Cruz Co. in 6 locations
3. The agreement is needed to implement Packard Health Care Outreach and Enrollment Grant
4. Period of the agreement is from 8/1/00 to 9/30/00
5. Anticipated cost is \$ 4,371 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: w - 9 on file, Contact: C. Wildman x8508
7. Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations are available and 7/25/00 encumbered. * Contract No. CO 02193 Date _____
* SUBJECT TO APPROVAL OF AUD 60 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 HRA (Agency).

Remarks: _____ (Analyst) By [Signature] County Administrative Officer Date 2/28/00
Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz)
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

THIS CONTRACT is entered into this 1st day of August 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, FOOD AND NUTRITION SERVICES/WIC PROGRAM hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
 - A. All duties and responsibilities as outlined in the Scope of Work Attachment A and funded by the Packard Foundation and Department of Health Services for FY 00101 and prorated for the contracted period of time.
 - B. Track outcome measurements and provide data in a timely manner, as requested by the COUNTY to ensure that grant reporting requirements are met.
 - C. Appoint an agency representative to attend Coalition meetings.
 - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Grantor for their approval.

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

On the basis of 2 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$4,371 for the period of August 1, 2000 through September 30, 2000.

Submit invoice for payment to:

Human Resources Agency
Attn: FD04
P.O. Box 1320
Santa Cruz, CA 95061

3. TERM. The term of this contract shall be August 1, 2000 through September 30, 2000.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS 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.

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 - _____ L _____ .

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

Initial  / _____
Contractor/County

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:

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

- 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:

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

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, 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.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (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.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

Initial  / _____
Contractor/County

INDEPENDENT CONTRACTOR AGREEMENT

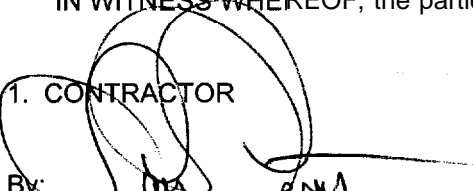
CONTRACT #

12. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance

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

1. CONTRACTOR

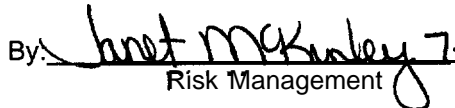
By: 
Sam Storey, Executive Dir.
Address: 236 Santa Cruz Avenue
Aptos, CA 95003

Telephone: 831/688-8840

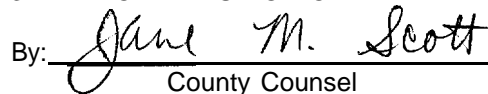
4. COUNTY OF SANTA CRUZ

By: _____


2. APPROVED AS TO INSURANCE:

By:  7-24-2000
Risk Management

3. APPROVED AS TO FORM:

By: 
County Counsel

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

Initial  /
Contractor/County

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

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

Proposed Services – Food and Nutrition Services (FNS)/WIC Program proposes to continue its current healthcare outreach and enrollment program for WIC clients and expand it to include outreach and enrollment for clients of the three children's centers and training for the staff of its Child Care Food Program (CCFP). The requested funds will support an outreach worker at 25 hours/week for 12 months. Additional funds will cover travel, program supplies and printing.

The Outreach Worker will coordinate outreach efforts across the two WIC locations and the three children's centers of FNS. In addition, the staff person will do outreach with FNS/Child & Adult Care Food Program staff to ensure that they have the health care resources and materials available to share with their 350 family child care homes. The Outreach Worker will provide outreach and enrollment services two days per week at the Watsonville and Santa Cruz WIC offices. The outreach worker will "work the waiting room", providing health care literature in an informal setting. She will also set up appointments with clients to enroll them in health care programs, providing translation services if needed.

In addition, the Outreach Worker will provide outreach and enrollment three days per month for the child care centers. Appointments will be available to assist families to access health care options along with translation services. Outreach materials and training will be provided to the Child Care Food Program staff. The Outreach Worker will also be available at the three annual workshops to assist child care providers in the eligibility and application process.

Proposed Outcomes:

- Coordinated health care outreach and enrollment efforts for three FNS programs at six locations.
- Enroll a minimum of 200 children and families in Medi-Cal, Healthy Families or other low cost health insurance programs.
- Coaching and training of CCFP staff in health care eligibility and enrollment.

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

CONTRACTOR will submit a monthly claim form by the 10th of the following month.

Attachment A

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____, dated _____ **by** and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and FOOD AND NUTRITION SERVICES/WIC PROGRAM, (hereinafter called CONTRACTOR) is amended to read as follows:

- / - 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

- I - 2. Teacher, Instructor, Trainer Waiver

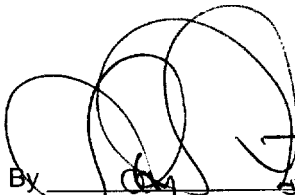
CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement **by** manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be **by** such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

- / - General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: _____

In reliance thereon; COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective _____
date

By  _____
CONTRACTOR
Sam Storey, Executive Dir.
Food & Nutrition Services

COUNTY OF SANTA CRUZ

By _____

Attachment B

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

_____/_____Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

_____/_____Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

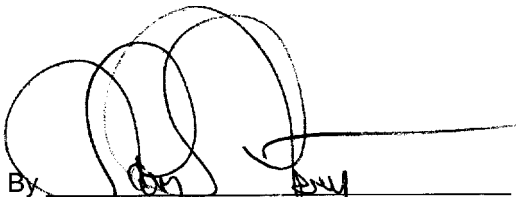
_____ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

_____/_____Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed **by** both parties in the space provided, effective

date

By  _____
CONTRACTOR

**Sam Storey, Executive Dir.
Food & Nutrition Services**

COUNTY OF SANTA CRUZ

By _____

Attachment C

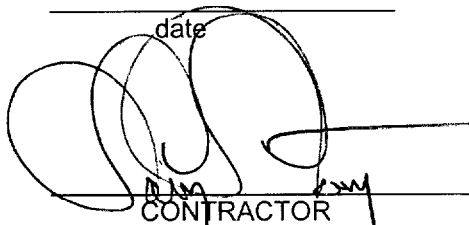
ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. _____ dated _____, ~~by~~ and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and FOOD AND NUTRITION SERVICES/WC PROGRAM (hereinafter called CONTRACTOR) is amended to read as follows:

_____ / _____ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall **be** operative if initialed **by** both parties in the space provided, effective

_____ date _____


 CONTRACTOR
Sam Storey, Executive Dir
Food & Nutrition Services

COUNTY OF SANTA CRUZ

By _____
 Human Resources Agency

Attachment D

PACKARD GRANT BUDGET
FOOD & NUTRITION / WIC
 Budget Period 811100 – 9130100

0110

BUDGET CATEGORIES	TOTAL PROJECT BUDGET
Personnel	
Outreach Wkr/\$12.50/.625 FTE	\$ 2,998
Total Salaries	\$ 2,998
Fringe Benefits (27.1%)	\$ 813
Total Personnel	\$ 3,811
Operating Expenses	
General Expenses	\$ 50
Space Rent/Lease	
Printing	\$ 50
Equipment Rental	
Audit Costs	
Total Operating Expenses	
(Equipment Purchase	
Travel & Per Diem	\$ 63
Other Costs	
Indirect Costs	\$ 397
TOTAL	\$ 4,371

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0111

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

FROM: Human Resources Agency (Dept.)
William Adams (Signature) 2/24/00
p - - - w - -

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

- Said agreement is between the c s c HRA (Agency)
and, Food & Nutrition Svc. Adelante, 236 Santa Cruz Ave. Aptos, CA 95003 (Name & Address)
- The agreement will provide outreach services., assistance in the application process and
schedule appointments with a Medi-Cal Eligible Worker outstationed at Adelante
- The agreement is needed. to implement Packard Health Care Outreach and Enrollment Grants
- Period of the agreement is from 7/1/00 to 9/30/00
- Anticipated cost is \$ 4,797 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: W-9 on file, Contact: C. Wilman x 8
- Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations are available and have been encumbered. * Contract No. CO 02194 Date 7/25/00
are not will be
* SUBJECT TO APPROVAL OF AUD 60
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silva 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 HRA
(Agency).

Remarks:

(Analyst)

County Administrative Officer
By W. D. Kelly Date 7/28/00

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

24

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, FOOD AND NUTRITION SERVICES/ADELANTE hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
 - A. All duties and responsibilities as outlined in the Scope of Work Attachment A and funded by the Packard Foundation and Department of Health Services for FY 00101 and prorated for the contracted period of time.
 - B. Track outcome measurements and provide data in a timely manner, as requested by the COUNTY to ensure that grant reporting requirements are met.
 - C. Appoint an agency representative to attend Coalition meetings.
 - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Grantor for their approval.

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

On the basis of 3 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$4,797 for the period of July 1, 2000 through September 30, 2000.

Submit invoice for payment to:

Human Resources Agency
Attn: FD04
P.O. Box 1320
Santa Cruz, CA 95061

3. TERM. The term of this contract shall be July 1, 2000 through September 30, 2000.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents

engaged in the performance of 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 _____ I _____

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

Initial/ RS
Contractor/County

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:

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

- 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:

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

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, 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.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (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.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
- 10 RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11 PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

INDEPENDENT CONTRACTOR AGREEMENT

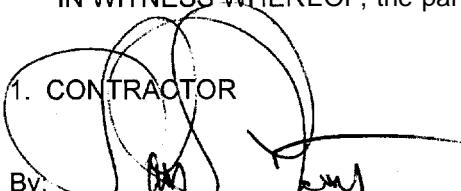
CONTRACT #

12. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance

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

1. CONTRACTOR

By:  Sam Storey, Executive Dir.
Address: 236 Santa Cruz Ave.
Aptos, CA 95003

Telephone: 831/688-8840

4. COUNTY OF SANTA CRUZ

By: _____


2. APPROVED AS TO INSURANCE:

By:  Janet McKinley 7-24-2000
Risk Management

3. APPROVED AS TO FORM:

By:  Jane M. Scott
County Counsel

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

Initial  /
Contractor/County

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

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

Proposed Services – Food and Nutrition Services/Adelante staff will assist in the application process and schedule appointments as appropriate with Medi-Cal EW outstationed at Adelante. In addition, Adelante will outreach to 5,000 individuals who are clients of Adelante and through door-to-door education in neighborhoods throughout Watsonville; dissemination of outreach materials at cultural events, community educational fairs, weekly farmers and flea markets; and during presentations at the targeted population's schools, churches and places of work.

Proposed Outcomes:

- Adelante will assist 1400 individuals in completing Medi-Cal/Healthy Families applications.
- At least 50% (700) of these individuals will enroll in Healthy Families or Medi-Cal.
- At the end of 6 months enrolled clients will receive at least one follow up contact.

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

CONTRACTOR will submit a monthly claim form by the 10th of the following month.

Attachment A

PACKARD GRANT BUDGET
FOOD & NUTRITION / ADELANTE
 Budget Period 711100 -9/30/00

0118

BUDGET CATEGORIES	TOTAL PROJECT BUDGET
Personnel	
Outreach Wkr/\$8.62/.5 FTE	\$ 2,242
Director/\$14.85/.125 FTE	
Total Salaries	2,242
Fringe Benefits (14%)	310
Total Personnel	2,552
Operating Expenses	
General Expenses	\$ 1,050
Space Rent/Lease	\$ 375
Printing	\$ 210
Equipment Rental	
Audit Costs	
Total Operating Expenses	\$ 1,635
Equipment Purchase	
Travel & Per Diem	\$ 175
Other Costs	
Indirect Costs	\$ 435
TOTAL	\$ 4,797

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____, dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and FOOD AND NUTRITION SERVICES/ADELANTE, (hereinafter called CONTRACTOR) is amended to read as follows:

- I - 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

- / - 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement **by** manner and means similar to those employed **by** a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will **be** involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

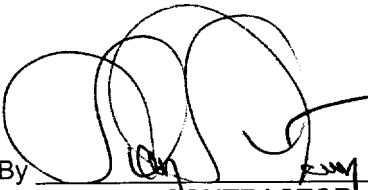
- / - General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: _____

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

By  _____
CONTRACTOR
Sam Storey, Executive Dir.
Food & Nutrition Services

COUNTY OF SANTA CRUZ

By _____

Attachment B

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

_____/_____Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

_____/_____Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

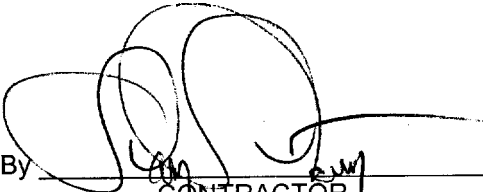
_____ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

_____/_____Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

By 

CONTRACTOR
Sam Storey, Executive Dir.
Food & Nutrition Services

COUNTY OF SANTA CRUZ

By _____

Attachment C

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

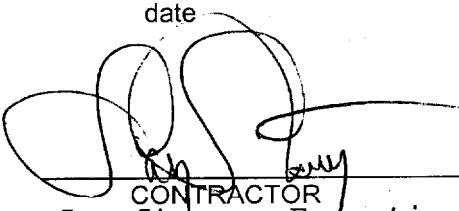
Subparagraph 6A(2) of Contract No. _____ dated _____, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and FOOD AND NUTRITION SERVICES/ADELANTE (hereinafter called CONTRACTOR) is amended to read as follows:

_____/_____
Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTORS personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date



CONTRACTOR
Sam Storey, Executive Dir
Food & Nutrition Services

COUNTY OF SANTA CRUZ

By _____
Human Resources Agency

Attachment D

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0122

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

FROM: Human Resource Agency (Dept.)
[Signature] (Signature) 7/24/00 t e)

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)
Santa Cruz Community Counseling Center, 195-A Harvey West Blvd.,
and,, Santa Cruz, CA 95060 (Name & Address)
2. The agreement will provide increased access to low cost health care coverage for low income
residents of Santa Cruz Co. and assist potentially eligible families in completing
enrollment forms
3. The agreement is needed to implement Packard Health Care Outreach and Enrollment Grant
4. Period of the agreement is from 8/1/00 to 9/30/00
5. Anticipated cost is \$ 4,033 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: W-9 on File. Contact: C. Wildman x8508
7. Appropriations are budgeted in 392400 (Index#) (59 u b o b j e c t)

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

Appropriation are available and have been encumbered. * Contract No. CO 021905 Date 7/25/00
are not will be

* SUBJECT TO APPROVAL OF AUD 60

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 HRA
(Agency).

Remarks:
(Analyst)

County Administrative Officer
By [Signature] Date 7/28/00

Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of August, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, SANTA CRUZ COMMUNITY COUNSELING CENTER/YOUTH SERVICES hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
 - A. All duties and responsibilities as outlined in the Scope of Work Attachment A and funded by the Packard Foundation and Department of Health Services for FY 00101 and prorated for the contracted period of time.
 - B. Track outcome measurements and provide data in a timely manner, as requested by the COUNTY to ensure that grant reporting requirements are met.
 - C. Appoint an agency representative to attend Coalition meetings.
 - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Grantor for their approval.

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

On the basis of 2 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$4,033 for the period of August 1, 2000 through September 30, 2000.

Submit invoice for payment to:

Human Resources Agency
Attn: FD04
P.O. Box 1320
Santa Cruz, CA 95061

3. TERM. The term of this contract shall be August 1, 2000 through September 30, 2000.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT #

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 EL ____.

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

Initial EL
Contractor/County

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:

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

- 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:

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

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, 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.

Initial  /
Contractor/County

- 3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
 - 4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (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.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

Initial  /
Contractor/County

12. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance

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

1. CONTRACTOR

By: [Signature]
Address: 195 A Harvey West Blvd
Santa Cruz CA 95060
Telephone: 831-489-1700

4. COUNTY OF SANTA CRUZ

By: _____

2. APPROVED AS TO INSURANCE:

By: [Signature] 7-24-2000
Risk Management

3. APPROVED AS TO FORM:

By: [Signature]
County Counsel

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

Initial [Signature]
Contractor/County

INDEPENDENT CONTRACTOR AGREEMENT

0128

CONTRACT NO.

SCOPE OF WORK

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

Proposed Services: Upon intake, Santa Cruz Community Counseling Center (SCCCC) Youth Services' staff (as well as staff at all SCCCC components) asks each family if they currently have any health insurance coverage and requests information regarding income, if single- or two-parent family, and the number of children in the household. This information is used to determine if a family is in need of health insurance and whether or not they might qualify for specific programs. Staff will assist eligible families or potentially eligible families in completing the enrollment forms.

Proposed Outcomes:

- Youth Services will outreach to approximately 700 families and screen 350 families for eligibility, resulting in 115 families becoming enrolled in Medi-Cal or Healthy Families.
- Youth Services will conduct a telephone survey of a random sample of 10% of all new enrollees at 3 months and again at 6 months to begin generating retention data.
- By July 1, 2000, put in place agreements with two community-based organizations (CBO) where eligibility workers (EWs) are outstationed whereby the CBO will provide a liaison to inform prospective applicants about the availability of Medi-Cal and other child and family insurance programs, assist them in completing the application and enrollment process, and help them through re-determinations.

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

CONTRACTOR will submit a monthly claim form by the 10th of the following month.

Attachment A

PACKARD GRANT BUDGET
SANTA CRUZ COMMUNITY COUNSELING CENTER
 Budget Period 811100 – 9130100

0129

BUDGET CATEGORIES	TOTAL PROJECT BUDGET
Personnel	
Eligibility Wkr/\$10.13/.6 FTE	\$ 2,866
Total Salaries	2,866
Fringe Benefits (26 %)	757
Total Personnel	3,623
Operating Expenses	
General Expenses	
Space Rent/Lease	
Printing	
Equipment Rental	
Audit Costs	
Total Operating Expenses	\$
Equipment Purchase	
Travel & Per Diem	
Other Costs	
Indirect Costs	\$ 410
TOTAL	\$ 4,033

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____, dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and SANTA CRUZ COMMUNITY COUNSELING CENTER/YOUTH SERVICES, (hereinafter called CONTRACTOR) is amended to read as follows:

____/____ 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

____/____ 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

- / - General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: _____

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

COUNTY OF SANTA CRUZ

BY  _____
CONTRACTOR

BY _____

Attachment B

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

_____/_____Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

_____/_____Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

_____/_____Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

COUNTY OF SANTA CRUZ

By _____
CONTRACTOR

By _____

Attachment C

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. _____ dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and SANTA CRUZ COMMUNITY COUNSELING CENTER/YOUTH SERVICES (hereinafter called CONTRACTOR) is amended to read as follows:

_____ / _____ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTORS personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

_____ date

COUNTY OF SANTA CRUZ



CONTRACTOR

By _____
Human Resources Agency

Attachment D

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0133

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

FROM: _____ Human Resources Agency (Dept.)
[Signature] (Signature) 7/24/00 (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 Human Resources Agency (Agency)
Community Action Board, Davenport Resource Center, 501 Soquel
Ave. #E, Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide Increased access and assistance to enroll low income residents
of Santa Cruz Co. for low cost health care coverage.
- The agreement is needed to implement Packard Health Care Outreach and Enrollment Grant
- Period of the agreement is from 8/1/00 to 9/30/00
- Anticipated cost is \$ 1,631 (Fixed amount; Monthly rate Not to exceed)
- Remarks: W-9 on file. Contact: C. Wildman x8508
- Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations available and have been encumbered. * Contract No. CO 7/25
ore not will be
* SUBJECT TO APPROVAL OF AUD 60
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 HRA

(Agency).

Remarks:

(Analyst)

County Administrative Officer
By [Signature] Date 7/28/00

Agreement approved as to form. Date _____

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

To Orig. Dept. if rejected.

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1 st day of August, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, COMMUNITY ACTION BOARD/DAVENPORT RESOURCE SERVICE CENTER hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
 - A. All duties and responsibilities as outlined in the Scope of Work Attachment A and funded by the Packard Foundation and Department of Health Services for FY 00/01 and prorated for the contracted period of time.
 - B. Track outcome measurements and provide data in a timely manner, as requested by the COUNTY to ensure that grant reporting requirements are met.
 - C. Appoint an agency representative to attend Coalition meetings.
 - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Grantor for their approval.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

On the basis of 2 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$1,631 for the period of August 1, 2000 through September 30, 2000.

Submit invoice for payment to:

Human Resources Agency
Attn: FD04
P.O. Box 1320
Santa Cruz, CA 95061

3. TERM. The term of this contract shall be August 1, 2000 through September 30, 2000.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

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 here ____ I ____.

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 CONTRACTORS 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 ____ I ____.
- 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

Initial  _____
Contractor/County

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT #

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:

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

- 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:

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

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, 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.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (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.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

Initial CS
Contractor/County

12. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance

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: _____

Address: _____

COMMUNITY ACTION BOARD

501 Soquel Avenue Ste. E

Santa Cruz, CA 95062

(408) 457-1741

Telephone: _____

Fax: (408) 457-0617

2. APPROVED AS TO INSURANCE:

By: 

Risk Management

3. APPROVED AS TO FORM:

By: 

County Counsel

DISTRIBUTION:

County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

Initial 

Contractor/County

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

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

Proposed Services – Community Action Board (CAB)/Davenport Resource Service Center (DRSC) will conduct informational workshops regarding health care program options including the eligibility and application process; assist applicants to gather needed information and complete documents for eligibility determination; provide transportation for eligibility and redetermination appointments; case manage active enrollees to ensure eligibility is maintained; and case manage ineligible, uninsured families with children in need of health care to access other means of assistance.

Proposed Outcomes:

- DRSC will distribute 1,450 pieces of coalition outreach materials to local residents.
- DRSC will conduct 4 informational workshops regarding health care program options.
- DRSC will assist 50 applicants to gather needed information and complete documents for eligibility determination.
- DRSC will case manage 30 active enrollees to ensure eligibility is maintained.
- DRSC will case manage 70 ineligible, uninsured families with children in need of health care to access other means of assistance.

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

CONTRACTOR will submit a monthly claim form by the 10th of the following month.

Attachment A

By: 

PACKARD GRANT BUDGET
CAB/DAVENPORT RESOURCE SERVICE CENTER
Budget Period 811100 – 9/30/00

0140

BUDGET CATEGORIES	TOTAL PROJECT BUDGET
Personnel	
CoDirector/\$15.91/0.2	\$ 1,203
Total Salaries	\$ 1,203
Fringe Benefits (20%)	\$ 252
Total Personnel	\$ 1,455
Operating Expenses	
General Expenses	\$ 18
Space Rent/Lease	
Printing	
Equipment Rental	
Audit Costs	
Total Operating Expenses	\$ 18
Equipment Purchase	
Travel & Per Diem	\$ 33
Other Costs	
Indirect Costs	\$ 125
TOTAL	\$ 1,631

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

_____/_____Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

_____/_____Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):


_____ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

_____/_____Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

BY 
CONTRACTOR

COUNTY OF SANTA CRUZ

BY _____

Attachment C

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

0142

Subparagraph 6A(3) of Contract No. _____, dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and COMMUNITY ACTION BOARD/DAVENPORT RESOURCE SERVICE CENTER, (hereinafter called CONTRACTOR) is amended to read as follows:

- / - 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

____/____ 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

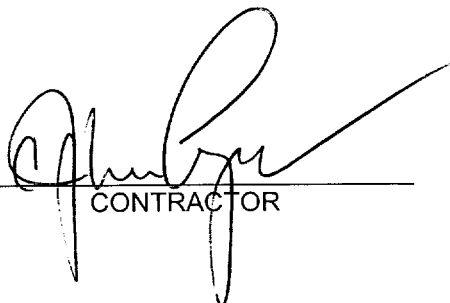
- I - General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: _____

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective
_____ date

BY


CONTRACTOR

COUNTY OF SANTA CRUZ

BY _____

Attachment B

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

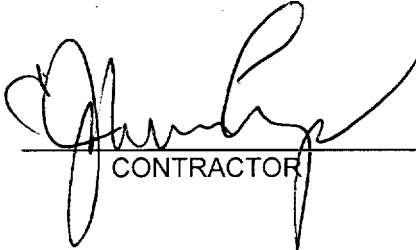
Subparagraph 6A(2) of Contract No. _____ dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and COMMUNITY ACTION BOARD/DAVENPORT RESOURCE SERVICE CENTER (hereinafter called CONTRACTOR) is amended to read as follows:

_____ I _____ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

_____ date



CONTRACTOR

COUNTY OF SANTA CRUZ

By _____
Human Resources Agency

Attachment D

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0144

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

FROM: Human Resources Agency (Dept.)
Ala Anne Aronson (Signature) 2/29/00 t e)

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 Valley Resource Center, P.O. Box 105, Ben Lomond, CA 95005 (Name & Address)
2. The agreement will provide increased access, identification of potential eligibles, and
assistance in completing application forms for low cost health care coverage for
low income residents of Santa Cruz Co.
3. The agreement is needed. ✓ to implement Packard Health Care Outreach and Enrollment Grant
4. Period of the agreement is from 8/1/00 to 9/30/00
5. Anticipated cost is \$ 3,281 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: W-9 on file. Contact: C. Wildman x8508
7. Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations are available and *e been encumbered a c t N o CO02197 D a t e 2/25/00
are not will be
* SUBJECT TO APPROVAL OF AUD-60
GARY A. KNUTSON, Auditor - Controller
BY Ronald J. Salas Deputy.

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

Remarks:

(Analyst)

Agreement approved as to form. Date _____

County Administrative Officer
By [Signature] Date 2/27/00

Distribution:

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

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) SS

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

INDEPENDENT CONTRACTOR AGREEMENT

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

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
 - A. All duties and responsibilities as outlined in the Scope of Work Attachment A and funded by the Packard Foundation and Department of Health Services for FY 00/01 and prorated for the contracted period of time.
 - B. Track outcome measurements and provide data in a timely manner, as requested by the COUNTY to ensure that grant reporting requirements are met.
 - C. Appoint an agency representative to attend Coalition meetings
 - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Grantor for their approval.

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

On the basis of 2 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$3,281 for the period of August 1, 2000 through September 30, 2000.

Submit invoice for payment to:

Human Resources Agency
Attn: FD04
P.O. Box 1320
Santa Cruz, CA 95061

3. TERM. The term of this contract shall be August 1, 2000 through September 30, 2000.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

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 CONTRACTORS 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

Initial gks
Contractor/County

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT #

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:


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

- 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:

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

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, 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.

Initial  _____
Contractor/County

- 3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
- 4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (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.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

Initial JS
Contractor/County

INDEPENDENT CONTRACTOR AGREEMENT

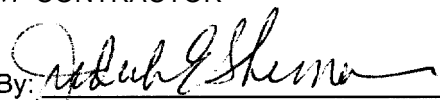
CONTRACT #

12. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance

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


1. CONTRACTOR

By: 
Address: POB 105
Ben Lomond, CA 95005
Telephone: 376 2553


4. COUNTY OF SANTA CRUZ

By: _____


2. APPROVED AS TO INSURANCE:

By:  7-24-2000
Risk Management

3. APPROVED AS TO FORM:

By: 
County Counsel

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

Initial: 
Contractor/County

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

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

Proposed Services - Now that the community has been made aware of Healthy Families and Medi-Cal, the Health Care Outreach Worker (HCOW) will work closely with the school district nurse, Healthy Start family advocates and the Valley Resource Center (VRC) In Home Visitor, to enroll eligible families in Healthy Families and/or Medi-Cal. In conjunction with health related screenings and clinics (i.e. vision, hearing and scoliosis screenings and immunization clinics) she will, in collaboration with the school nurse, identify families who have no insurance and make contact with them to assess their interest in applying, and assist them in the application process. The HCOW will also work closely with family advocates and the in home visitor (using the Healthy Start and/or VRC intake form) to identify and contact potentially eligible families and assist them in completing applications.

San Lorenzo Valley Unified School District does not currently collect data on families' insurance coverage. With support from the VRC executive director and SLVUSD Director of Student Services, the HCOW will develop and implement a district-wide system for identifying students and families who are without health care coverage. Those families who may be eligible will be contacted, and if they are interested, will be assisted in completing applications.

The VRC Information and Referral program assesses clients' health care needs and coverage as part of its contracted services with the Health Services Agency of Santa Cruz County. Clients are automatically screened and assisted in enrolling for Medi-Cal through this program. With continued funding for the Health Care Outreach Worker, the goal is to provide this same level of health related support to every VRC client and SLVUSD student.

Proposed Outcomes:

- The VRC will provide application assistance to and enroll 200 families in Medi-Cal and/or Healthy Families.
- The VRC in cooperation with SLVUSD will develop a mechanism to identify district students without health insurance and conduct enrollment activities for this population.

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

CONTRACTOR will submit a monthly claim form by the 10th of the following month.

Attachment A

PACKARD GRANT BUDGET
VALLEY RESOURCE CENTER
 Budget Period 811100 – 9130100

BUDGET CATEGORIES	TOTAL PROJECT BUDGET
Personnel	
Outreach Wkr/\$12.15/.375 FTE	\$ 1,591
Prog. Sup/\$18.90/.0.37 FTE	\$ 247
Position/salary/FTE	
Total Salaries	\$ 1,838
Fringe Benefits (25 %)	\$ 460
Total Personnel	\$ 2,298
Operating Expenses	
General Expenses	\$ 167
Space Rent/Lease	\$ 383
Printing	\$ 20
Equipment Rental	
Audit Costs	
Total Operating Expenses	\$ 570
Equipment Purchase	
Travel & Per Diem	\$ 115
Other Costs	
Indirect Costs	\$ 298
TOTAL	\$ 3,281

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____, dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and VALLEY RESOURCE CENTER, (hereinafter called CONTRACTOR) is amended to read as follows:

- / - 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

- / - 2. Teacher, Instructor--Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

___/___ 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: _____

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

COUNTY OF SANTA CRUZ

By  _____
CONTRACTOR

By _____

Attachment B

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

_____/_____Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

_____/_____Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

_____/_____Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

COUNTY OF SANTA CRUZ

By 
CONTRACTOR

By _____

Attachment C

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. _____ dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and VALLEY RESOURCE CENTER (hereinafter called CONTRACTOR) is amended to read as follows:

_____ I _____ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

_____ date

COUNTY OF SANTA CRUZ


CONTRACTOR

By _____
Human Resources Agency

Attachment D

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0155

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

FROM: Human Resources Agency (Dept.)
William Olson (Signature) 7/24/00 (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 Human Resources Agency (Agency)
Healthy Start, Pajaro Valley Unified School District,
and, 280 Main St., Watsonville, CA. 95076 (Name & Address)
- The agreement will provide outreach services, assistance in the application process and
schedule appointments with a Medi-Cal Eligibility Worker outstationed on site.
- The agreement is needed to implement Packard Health Care Outreach and Enrollment Grant
- Period of the agreement is from 8/1/00 to 9/30/00
- Anticipated cost is \$ 4,364 (Fixed amount; Monthly rate) (Not to exceed)
- Remarks: W-9 on file. Contact: C Wildman x8508
- Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations are available and have been encumbered. * Contract No. 60 02198 Date 7/25/00
* SUBJECT TO APPROVAL OF AUD - 60
GARY A. KNUTSON, Auditor - Controller
By Donald J. Silva 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 HRA
(Agency).

Remarks:

(Analyst)

Agreement approved as to form. Date _____

County Administrative Officer
By Donald J. Silva Date 7/28/00

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

*To Orig. Dept. if rejected.

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of August, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, PAJARO VALLEY UNIFIED SCHOOL DISTRICT/HEALTHY START hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
 - A. All duties and responsibilities as outlined in the Scope of Work Attachment A and funded by the Packard Foundation and Department of Health Services for FY 00/01 and prorated for the contracted period of time.
 - B. Track outcome measurements and provide data in a timely manner, as requested by the COUNTY to ensure that grant reporting requirements are met.
 - C. Appoint an agency representative to attend Coalition meetings.
 - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Grantor for their approval.

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

On the basis of 2 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$4,364 for the period of August 1, 2000 through September 30, 2000.

Submit invoice for payment to:

Human Resources Agency
Attn: FD04
P.O. Box 1320
Santa Cruz, CA 95061

3. TERM. The term of this contract shall be August 1, 2000 through September 30, 2000.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS 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.

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 here M /

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 CONTRACTORS 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 M /.
- 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 M /.

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:

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

- 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:

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

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, 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.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (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.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

Initial **2** **4**
Contractor/County

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT #

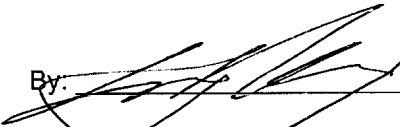
12. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance

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: 
 Address: _____

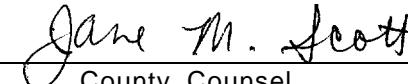
By: _____

Telephone: _____

2. APPROVED AS TO INSURANCE:

By:  7-24-2000
 Risk Management

3. APPROVED AS TO FORM:

By: 
 County Counsel

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

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

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

Proposed Services: Pajaro Valley Unified School District/Healthy Start will house an outstationed Medi-Cal Eligibility Worker, on site, at the Healthy Start Resource Center to enroll families in Medi-Cal and Healthy Families. Healthy Start staff will screen potentially eligible families and schedule appointments with the EW. The Healthy Start Service Team will provide application assistance.

The Healthy Start Specialist will work with Elena Chavez from the Consumers Union to design an outreach and enrollment system using the District's school lunch program as the vehicle.

Proposed Outcomes:

- The Healthy Start Service Team will make 800 contacts with families informing them of the Healthy Families/Medi-Cal and other health insurance programs as appropriate.
- The outstationed Medi-Cal EW will enroll 200 children and 100 adults in Medi-Cal and/or Healthy Families.
- The Healthy Start Service Team will enroll 100 children in Healthy Families.

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

CONTRACTOR will submit a monthly claim form by the 10th of the following month.

Attachment A

PACKARD GRANT BUDGET**PAJARO VALLEY UNIFIED SCHOOL DISTRICT / HEALTHY START**

Budget Period 811100 – 9/30/00

BUDGET CATEGORIES	TOTAL PROJECT BUDGET
Personnel	
Intake 'Wkr/	\$ 2,697
Position/salary/FTE	
Position/salary/FTE	
Total Salaries	\$ 2,697
Fringe Benefits (55%)	\$ 1,489
Total Personnel	\$ 4,186
Operating Expenses	
General Expenses	
Space Rent/Lease	
Printing	
Equipment Rental	
Audit Costs	
Total Operating Expenses	\$
Equipment Purchase	
Travel & Per Diem	
Other Costs	
Indirect Costs	\$ 178
TOTAL	\$ 4,364

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

0163

Subparagraph 6A(3) of Contract No. _____, dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and PAJARO VALLEY UNIFIED SCHOOL DISTRICT/HEALTHY START, (hereinafter called CONTRACTOR) is amended to read as follows:

M/ 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

M/ 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

M/ 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: _____

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

COUNTY OF SANTA CRUZ

By [Signature]
CONTRACTOR

By _____

Attachment B

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

M / Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

M / Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

M / Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

COUNTY OF SANTA CRUZ

By _____

CONTRACTOR

By _____

Attachment C

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. _____ dated _____, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and PAJARO VALLEY UNIFIED SCHOOL DISTRICT/HEALTHY START (hereinafter called CONTRACTOR) is amended to read as follows:

1 Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTORS personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

_____ date

COUNTY OF SANTA CRUZ

By _____
Human Resources Agency


CONTRACTOR

Attachment D

INDEPENDENT CONTRACTOR AGREEMENT

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

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
 - A. All duties and responsibilities as outlined in the Scope of Work Attachment A and funded by the Packard Foundation and Department of Health Services for FY 00101 and prorated for the contracted period of time.
 - B. Track outcome measurements and provide data in a timely manner, as requested by the COUNTY to ensure that grant reporting requirements are met.
 - C. Appoint an agency representative to attend Coalition meetings.
 - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Grantor for their approval.
 - E. Assist COUNTY to maximize Federal Medi-Cal revenue as outlined in Attachment E, entitled Medi-Cal Administration.

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

On the basis of 3 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$1,749 for the period of July 1, 2000 through September 30, 2000.

Submit invoice for payment to:

Human Resources Agency
Attn: FD04
P.O. Box 1320
Santa Cruz, CA 95061

3. TERM. The term of this contract shall be July 1, 2000 through September 30, 2000.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS 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 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 CONTRACTORS 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:

Initial


Contractor/County

"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:

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

- 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:

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

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, 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.

Initial mg
Contractor/County

- 3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
 - 4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (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.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT #

0171

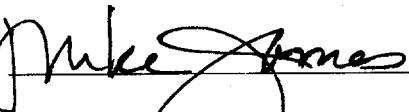
12. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance
- Attachment E: Medi-Cal Administration

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: 
 Address: _____


 Telephone: _____

By: _____

2. APPROVED AS TO INSURANCE:

By:  7-24-2000
 Risk Management

3. APPROVED AS TO FORM:

By: 
 County Counsel

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

Initial 
 Contractor/County

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

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

Proposed Services - The Santa Cruz Office of Education (COE) will contribute to the materials development and outreach by identifying school district contacts to develop an outreach and enrollment project for those students receiving Free and Reduced Lunch; distributing materials to all Santa Cruz County schools, focusing on those schools not associated with a district involved with the Coalition; promoting the program through Santa Cruz County publications; developing of promotional materials with graphic design; and providing monthly meeting space for the Coalition.

Proposed Outcomes:

- The COE will provide health care outreach materials at least twice during the school year to all 56 schools in Santa Cruz County.
- The COE will print articles about health care outreach in at least two COE publications.
- By August 2000 and continuing through June 30, 2001, develop and implement a general outreach plan focusing on Medi-Cal and Healthy Families and including other low cost health insurance programs.

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

CONTRACTOR will submit a monthly claim form by the 10th of the following month.

Attachment A



PACKARD GRANT BUDGET
COUNTY OFFICE OF EDUCATION
 Budget Period 711100 – 9130100

0173

BUDGET CATEGORIES	TOTAL PROJECT BUDGET
Personnel	
Certificated/\$38.50/.02 FTE	\$ 924
Graphic: Art/\$40/38 hours total	\$ 375
Total Salaries	\$ 1,299
Fringe Benefits (25 %)	\$ 325
Total Personnel	\$ 1,624
Operating Expenses	
General Expenses	
Space Rent/Lease	
Printing	\$ 125
Equipment Rental	
Audit Costs	
Total Operating Expenses	\$ 125
Equipment Purchase	
Travel & Per Diem	
Other Costs	
Indirect Costs	
TOTAL	\$ 1,749

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____, dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and SANTA CRUZ COUNTY OFFICE OF EDUCATION, (hereinafter called CONTRACTOR) is amended to read as follows:

- / - 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

- f - 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

- / - General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: _____

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective _____
_____ date

COUNTY OF SANTA CRUZ

By  _____
CONTRACTOR

By _____

Attachment B

Contract No.

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

_____/_____Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

_____/_____Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

_____/_____Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

COUNTY OF SANTA CRUZ

BY



CONTRACTOR

BY _____

Attachment C

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. _____ dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and SANTA CRUZ OFFICE OF EDUCATION (hereinafter called CONTRACTOR) is amended to read as follows:

_____ / _____ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTORS personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

_____ date


CONTRACTOR

COUNTY OF SANTA CRUZ

By _____
Human Resources Agency

Attachment D

MEDI-CAL ADMINISTRATION

CONTRACT NO.

This attachment provides the framework for participating in the Medi-Cal Administration Activities (MAA) program. Participation in this program will allow CONTRACTOR to receive reimbursement, in the form of a contract extension to this Agreement, to provide continued outreach services to the community.

MUTUAL OBJECTIVES – Medi-Cal Administration

Both parties to the Agreement desire:

1. To assure that all Title XIX potentially eligible individuals and their families, where appropriate, served by CONTRACTOR, are informed of the Medi-Cal program, and about Medi-Cal covered services.
2. To assure that assistance is provided by CONTRACTOR to Medi-Cal eligible individuals, and their families where appropriate, in facilitating their receipt of Medi-Cal covered services.

RESPECTIVE RESPONSIBILITIES – Medi-Cal Administration

COUNTY agrees to:

1. Submit CONTRACTOR MAA claims to STATE.
2. Forward CONTRACTOR MAA claim funds to CONTRACTOR, in the form of a contract extension, after their receipt from STATE.
3. Retain a fee equaling 2% of claim funds received as a result of claim submittal to support the administration of the MAA program.
4. Designate an employee to act as liaison with CONTRACTOR for issues concerning the MAA program.
5. Maintain copy of CONTRACTOR MAA claims and associated backup documentation for a period of three years after claim submission; or, if an audit is in process, three years after the completion of the audit.
6. Make audit files available to STATE or Federal auditors and respond to inquiries concerning CONTRACTOR MAA claims.

CONTRACTOR agrees to:


1. Account for the activities of staff conducting MAA activities in accordance with the provisions of W & I Code 14132.47 via the STATE approved time survey instrument.
2. Designate an employee to act as liaison with COUNTY for issues concerning the MAA program.
3. Ensure all participating CONTRACTOR staff participating in Title XIX Medi-Cal administrative claiming are appropriately trained and kept informed of applicable MAA information and requirements for claiming.
4. Ensure that all MAA claiming is conducted in accordance with applicable County, State and federal regulations, policies and procedures.
5. Determine appropriate methodologies to compute the percentage of Medi-Cal recipients on a quarterly basis.
6. Develop guidelines for establishing and maintaining agency wide audit files that are consistent with procedures outlined by State and County, and ensure that audit files are kept current.
7. Ensure no duplicative billings.
8. Retain all appropriate records and documents for a three year period after the claim submittal or revision; or if an audit is in process, three years after the completion of the audit.

COUNTY and CONTRACTOR hereby agree to comply with all the applicable laws governing the confidentiality of client information, for clients served under this Agreement. Applicable laws include, but are not limited to, 42 USC Section 1320c-9, 42 CFR Section 41,300, Welfare and Institutions Code, Section 14100.2 and 22 CCR Section 51009.

FISCAL PROVISIONS -- Medi-Cal Administration

1. COUNTY will be held harmless from any federal disallowance resulting from payment made to CONTRACTOR. If CONTRACTOR has received payments, it shall be liable for any federal disallowance made with respect to those payments. COUNTY shall recoup from CONTRACTOR the amount of any disallowance in the manner authorized by applicable laws and regulations.
2. Both parties to this Agreement recognize that CONTRACTOR is liable only for its own audit exception and has no liability for any other entity which may enter into a similar Agreement with the COUNTY or State for Medi-Cal Administration.

Attachment E

Initials:  - - -
Contractor / County

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0179

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 7/24/00

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 Debbie Friedman, 206 Kenneth Dr. Aptos, Ca. 95003 (Name & Address)
2. The agreement will provide Coordination of County-wide outreach strategies as developed
by the Health Care Outreach Coalition.
3. The agreement is needed to implement Packard Health Care Outreach and Enrollment Grant
4. Period of the agreement is from 8/1/00 to 9/30/00
5. Anticipated cost is \$ 4,728 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: W-9 on file. Contact: C Wildman x8508
7. Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations are available and have been encumbered. *
are not will be
* SUBJECT TO APPROVAL OF AUD-60
Contract No. CO 02200 Date 7/25/00
GARY A. KNUTSON, Auditor - Controller
By [Signature] 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 HRA

Remarks: _____ (Agency). _____ County Administrative Officer
By [Signature] Date 7/28/00
_____ (Analyst)
Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

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

INDEPENDENT CONTRACTOR AGREEMENT

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

1. DUTIES. CONTRACTOR agrees to exercise special skill coordinate the implementation of the Health Care Outreach in Santa Cruz county grant funded by the Packard Foundation and Department of Health Services (DHS) and defined in the Scope of Services, Attachment A of this contract, prorated for the contracted period of time.

2. COMPENSATION.

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

On the basis of 2 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$4,728 for the period of August 1, 2000 through September 30, 2000. This rate is based on a fee of \$25.00 per hour for an average of 20 hours per week.

Submit invoice for payment to:

Human Resources Agency
Attn: FD04
P.O. Box 1320
Santa Cruz, CA 95061

3. TERM. The term of this contract shall be August 1, 2000 through September 30, 2000.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS 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 JA.
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS 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:

Initial JA /
Contractor/County

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

- 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:

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

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, 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.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (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.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

Initial DT
Contractor/County

12. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
Attachment C: Insurance Representations by Contractor
Attachment D: Amendment of Automobile Liability Insurance

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

1. CONTRACTOR

By: Dubra E. Friedman

Address: 206 Kenneth Dr
Aptos CA 95003

Telephone: (831) 688-0420

4. COUNTY OF SANTA CRUZ

By: _____

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 7-24-2000
Risk Management

3. APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

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

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

DUTIES. In accordance with the Health Care Outreach in Santa Cruz County grant funded by the Packard Foundation and DHS, CONTRACTOR shall provide coordination to ensure that the following services and activities are delivered:

REQUIRED SERVICES AND ACTIVITIES**Local, Regional and State Coordination**

1. Collaborate with the Health Care Coalition to coordinate the implementation of county wide outreach and enrollment strategies as defined in the Health Care Outreach grant and developed by the Health Care Outreach Coalition.
2. Distribute outreach materials to Coalition members and other community groups as appropriate.
3. Attend regional Health Care Outreach meetings hosted by the Packard Foundation.
4. Coordinate Health Care Outreach Coalition activities with the HSA Medi-Cal Outreach Coordinator to maximize outreach dollars.

Community Involvement

1. Meet with and communicate regularly with the Health Care Outreach Coalition to gather their input and keep them informed about the project.
2. Assist in the identification of new contacts, coalition members or community events, which could provide opportunities for health care outreach.
3. Consult with the HRA Medi-Cal management staff on training opportunities for Coalition members and the community regarding health care coverage.

Fiscal

1. Work closely with the HRA Medi-Cal management staff and HRA fiscal staff to monitor project budget expenditures related to media production, bus passes and supplies.
2. Assist COUNTY to maximize Federal Medi-Cal revenue by accounting for Medi-Cal specific activities performed by the CONTRACTOR.

Evaluation

1. Work closely with the HRA Medi-Cal management staff to develop methods of monitoring outcome measurements.
2. Make a recommendation for sustainability of health care outreach efforts after the conclusion of the Packard grant.

Additional Administrative Requirements

0186

1. Consult with Benefit Services Division Director or his designees on the status of contract required activities, and submit quarterly written progress reports.
2. Assist the HRA Medi-Cal management staff with the Packard reporting requirements
3. Upon completion of the contract, submit the following:
 - . A final report summarizing all contract activities;
 - All documentation accumulated during the contract period.
4. CONTRACTOR will submit monthly:
 - A claim form by the 10th of the following month;
 - . A progress report on the activities outlined above.

Attachment A

PACKARD GRANT BUDGET
PROJECT COORDINATOR
 Budget Period 811100 – 9130100

0187

BUDGET CATEGORIES	TOTAL PROJECT BUDGET
Personnel	
Coordinator/\$25/.5 FTE	\$ 4,728
Total Salaries	\$ 4,728
Fringe Benefits	
Total Personnel	\$ 4,728
Operating Expenses	
General Expenses	
Space Rent/Lease	
Printing	
Equipment Rental	
Audit Costs	
Total Operating Expenses	\$ -
Equipment Purchase	
Travel & Per Diem	
Other Costs (incentives)	
Indirect Costs	
TOTAL	IS 4,728

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

0188

Subparagraph 6A(3) of Contract No. _____, dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and DEBBIE FRIEDMAN, (hereinafter called CONTRACTOR) is amended to read as follows:

___/___ 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

___/___ 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

21/___ 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: ATTENDING MEETINGS AND WRITTEN MATERIALS PREPARATION.
In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

COUNTY OF SANTA CRUZ

BY Debra E. Friedman
CONTRACTOR

BY _____

Attachment B

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

_____/_____Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

_____/_____Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

_____/_____Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

COUNTY OF SANTA CRUZ

B y Dubna E. Friedman
CONTRACTOR

By _____

Attachment C

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. _____ dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and DEBBIE FRIEDMAN (hereinafter called CONTRACTOR) is amended to read as follows:

DA, Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTORS personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

COUNTY OF SANTA CRUZ

Debbie Friedman By _____
CONTRACTOR Human Resources Agency

Attachment D

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0191

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

FROM: _____ Human Resources Agency _____ (Dept.)
[Signature] (Signature) 7/24/00 (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 CSC HRA (Agency)
and, United Way, P.O. Box 1458, Capitola, CA 95010 (Name & Address)
2. The agreement will provide increased access and enrollment efforts for low cost health care coverage to low income residents of Santa Cruz Co.
3. The agreement is needed. to implement Packard Health Care Outreach and Enrollment Grant
4. Period of the agreement is from 7/1/00 to 9/30/00
5. Anticipated cost is \$ 11,912 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: W-9 on file, Contact: C. Wildman x8508
7. Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations are available and have been Contract needed. * 02201 Date 7/25/00
* SUBJECT TO APPROVAL OF AUD-60
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 HRA (Agency).

Remarks: _____ (Analyst)
Agreement approved as to form. Date _____
By [Signature] Date 7/27/00
County Administrative Officer

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

24

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, UNITED WAY OF SANTA CRUZ COUNTY hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
 - A. All duties and responsibilities as outlined in the Scope of Work Attachment A and funded by the Packard Foundation and Department of Health Services for FY 00101 and prorated for the contracted period of time.
 - B. Track outcome measurements and provide data in a timely manner, as requested by the COUNTY to ensure that grant reporting requirements are met.
 - C. Appoint an agency representative to attend Coalition meetings.
 - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Grantor for their approval.

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

On the basis of 2 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$11,912 for the period of July 1, 2000 through September 30, 2000.

Submit invoice for payment to:

Human Resources Agency
Attn: FD04
P.O. Box 1320
Santa Cruz, CA 95061

3. TERM. The term of this contract shall be July 1, 2000 through September 30, 2000.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of 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:

Initial /
Contractor/County **24**

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT #

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:

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

- 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:

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

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, 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.

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT #

- 3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
- 4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (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.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

Initial Jd / Contractor/County **24**

12. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance

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

1. CONTRACTOR

By: Judy Darnell
Address: P.O. Box 1458
CAPITOLA 95010
Telephone: (831) 479-5466

4. COUNTY OF SANTA CRUZ

By: _____

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 7-24-2000
Risk Management

3. APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

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

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

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

Proposed Services: The United Way Health Outreach Worker will contact business groups, individuals businesses and service clubs to make presentations on low cost health insurance opportunities. The Health Care Outreach Worker will schedule application assistance days at employers willing to participate, follow up with enrollees and distribute fliers on how to stay healthy through preventative health care.

Proposed Outcomes:

- The United Way will contact 25 associations and service clubs in a twelve-month period.
- The United Way will contact 20 businesses per week.
- The United Way will enroll 250 children in Healthy Families.
- The United Way will follow-up with 50% of the enrolled families to ensure that enrollment continues and they are using their coverage.
- By June 30, 2001 provide quarterly eligibility training to at least 20 organizations serving the target population. Training will focus on Medi-Cal and Healthy Families, but also will cover eligibility for all child and family health insurance programs for which the audience might qualify.

The Coalition Coordinator will organize the quarterly training. These activities will include but are not limited to: developing a mailing list of organizations, scheduling dates and trainers, designing invitational flyers, registering trainees, developing/producing trainee packets, collecting and report on training evaluations. Training will include information on eligibility for the various free or low cost health care programs, where and how to apply and other pertinent information. Each trainee will receive a copy of the Coalition's bilingual Health Care Access Book containing information on each of the health insurance programs. Trainers and training locations will be provided by the HRA, HSA and/or invited guests. In addition, the Coalition Coordinator will arrange as necessary, and depending on availability Healthy Families training presented by RHA.

- By July 2000 and continuing through June 2001, develop and implement strategies to enroll under-represented immigrant children and families. Two hundred immigrant families will be enrolled in the first year and two hundred in the second year.

The Coalition will utilize three CBOs to enroll under-represented immigrant children and families. Each is located in areas of the County where there is a predominate immigrant population and that have a long history of working in the community. The primary participating agencies to achieve this objective would be Adelante and CAB/DRSC. Other agencies whose outreach efforts described in this proposal and who serve large immigrant population include WIC, PVUSD/Healthy Start, Santa Cruz Women's Health Center, and Planned Parenthood.

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

CONTRACTOR will submit a monthly claim form by the 10th of the following month.

PACKARD GRANT BUDGET
UNITED WAY
 Budget Period 711100 – 9130100

BUDGET CATEGORIES	TOTAL PROJECT BUDGET
Personnel	
Director/\$32.52/.05 FTE	\$ 846
Outreach Wkr/\$13.13/.75 FTE	\$ 5,121
Clerical/\$11/.25 FTE	\$ 1,430
Total Salaries	\$ 7,137
Fringe Benefits (26.4%)	\$ 1,953
Total Personnel	\$ 9,350
Operating Expenses	
General Expenses	\$ 650
Space Rent/Lease	\$ 215
Printing	\$ 150
Equipment Rental	
Audit Costs	
Total Operating Expenses	\$ 1,015
Equipment Purchase	
Travel & Per Diem	\$ 465
Other Costs	
Indirect Costs	\$ 1,082
TOTAL	1 a 11,912

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____, dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and UNITED WAY OF SANTA CRUZ COUNTY, (hereinafter called CONTRACTOR) is amended to read as follows:

____/____ 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

- / - 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

____/____ 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: _____

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

COUNTY OF SANTA CRUZ

By  _____
CONTRACTOR

BY _____

Attachment B

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

_____/_____Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

_____/_____Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

_____/_____Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

_____ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

date

COUNTY OF SANTA CRUZ

By _____

CONTRACTOR

By _____

Attachment C

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. _____ dated _____ by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and UNITED WAY OF SANTA CRUZ COUNTY (hereinafter called CONTRACTOR) is amended to read as follows:

_____ / _____ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance' requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

_____ date

COUNTY OF SANTA CRUZ


CONTRACTOR

By _____
Human Resources Agency

Attachment D