



HEALTH SERVICES AGENCY  
ADMINISTRATION

0335

# COUNTY OF SANTA CRUZ

## HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE  
SANTA CRUZ, CA 95061  
(408) 454-4066 FAX: (408) 454-4770  
TDD: (408) 454-4123

August 22, 2000

AGENDA: September 12, 2000

BOARD OF SUPERVISORS  
Santa Cruz County  
701 Ocean Street  
Santa Cruz, CA 95060

RE: **APPROVE UPDATED MASTER AGREEMENTS FOR PHARMACY SERVICES**

Dear Board Members:

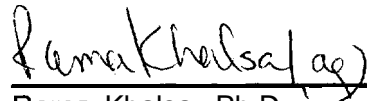
Attached for your Board's approval are revised Master Agreements for Pharmacist and Senior Pharmacist. The revised agreements include updated hourly rates and minor changes in other contract provisions. These contracts are used for emergency coverage of the North and South County pharmacies. The contracts were last updated in 1998.

During the last year, Health Services Agency has had increasing difficulty in getting emergency backup due to rates being substantially below other pharmacies. It is recommended that the rates be increased to \$40.00 and \$45.00 for pharmacist and senior pharmacist, respectively. Funds to accommodate this increase were included in HSA's adopted budget for 2000-01. The increase is requested to be effective October 1, 2000.

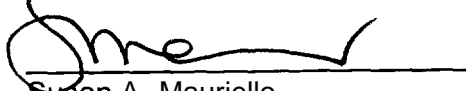
It is, therefore, RECOMMENDED that your Board:

1. Approve the attached Master Agreements for Pharmacist and Senior Pharmacist, with rates effective October 1, 2000 and authorize the HSA Administrator to sign as individual contractors are hired.

Sincerely,

  
Rama Khalsa, Ph.D.  
HSA Administrator

RECOMMENDED:

  
Susan A. Mauriello  
County Administrative Officer  
cc: County Administrative Office  
Auditor-Controller  
County Counsel

HSA Administration  
Clinic Administration

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0336

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

FROM: **HEALTH SERVICES AGENCY** (Dept.)  
Ronald McQuitt (Signature) 8/15/00 (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 (Health Services Agency) (Agency)  
and, Various Licensee Pharmacist working in a Senior Category (Name & Address)
- The agreement will provide Profession Pharmacist services in a Senior Capacity  
working in the HSA Outpatient clinics  
(Master Agreement)
- The agreement is needed, to provide above services
- Period of the agreement is from Oct. July 1, 2000 to Indefinite
- Anticipated cost is \$ 1,800.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Master agreement for Sr. Pharmacist Services @ 45.X hrly  
--- Cont Agreement Sec I ---
- Appropriations are budgeted in 361270 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 00684-01 Date 8/31/00  
are not available and will be encumbered.  
GARY A. KNUTSON, Auditor - Controller  
By Ronald J. McQuitt Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
HSA Administrator to execute the same on behalf of the County of Santa Cruz  
(Health Services Agency) (Agency).

Remarks: GH (Analyst) By GH County Administrative Officer Date 9/06/00

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.

37  
ADM-39 (6-95)

State of California )  
County of Santa Cruz ) ss

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

\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ County Administrative Officer  
Deputy Clerk

Contract No. 684  
 Accounts: 361270, 361280  
 361370  
 Subobject: 3665

## SANTA CRUZ COUNTY HEALTH SERVICES AGENCY

### Master Agreement for Pharmacist Services -- Senior Pharmacist

THIS CONTRACT is entered into this d a y o f \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and \_\_\_\_\_, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **to provide professional pharmacist services, in compliance with applicable California and Federal rules and regulations, for programs conducted by the COUNTY's Health Services Agency; and to act as pharmacist in charge, including on-site supervision of pharmacists and other pharmacy staff.**
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **a rate of \$45.00 per hour.** CONTRACTOR will invoice on the form and in the manner required by COUNTY.
3. TERM. The term of this contract shall be: From Date of Execution until terminated by either party in accordance with Paragraph #4.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party, except under circumstances where CONTRACTOR is deemed to have performed a flagrant act of professional misjudgment or malpractice, upon which this contract may be immediately terminated
5. LICENSING . CONTRACTOR must provide evidence of a valid license to practice as a pharmacist in the State of California. CONTRACTOR agrees to maintain licensing during the entire term of this agreement and further agrees to disclose any restrictions or conditions placed on such licensing by the State licensing Board or other professional, legal or judicial body of competent jurisdiction.
6. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and further agrees to provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this contract is in effect.
7. COMPLIANCE WITH INFECTION CONTROL POLICIES AND PROCEDURES. CONTRACTOR must comply with all aspects of COUNTY's policy and procedures governing infection control. CONTRACTOR further must furnish, at CONTRACTOR's own cost and expense, proof of immunity to measles and to rubella, and documentation of Tuberculosis clearance to the extent that is satisfactory to COUNTY's Health Officer.

8. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY, 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 them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this contract, if such performance is carried out in a fraudulent, criminal, malicious or knowingly wrongful manner. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

9. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. 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.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required if CONTRACTOR has no employees).

(2) CONTRACTOR hereby represents that it does not own, operate, or utilize a business vehicle; but rather that a personal vehicle will be used only incidentally in traveling to and from the CONTRACTOR'S place of residence, business, or one principal COUNTY facility in accomplishing the result required under this Contract. In reliance on said representation, COUNTY hereby waives any and all requirements herein relating to Automobile Liability Coverage.

(3) It is hereby acknowledged that CONTRACTOR is covered as an additional insured under COUNTY'S Comprehensive Hospital Liability Insurance and is, consequently, covered for legal liability arising out of his/her duties under this Agreement. This insurance will provide a defense and indemnify CONTRACTOR for his/her actions that are within the scope of this Agreement. Therefore, COUNTY waives any and all requirements relating to Comprehensive or Commercial General Liability and Professional Liability Insurance coverage for legal liability arising out of the performance of duties under this Agreement.

B. Other Insurance Provisions

(1) As to all insurance coverage required herein any deductible or self-insured retention exceeding 1% of a company's annual gross earnings, or **\$5,000.00** for an individual, shall be disclosed to and be subject to approval by COUNTY Risk Manager, prior to the effective date of this Contract.

(2) CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation or non-renewal of any insurance coverage required herein.

(3) CONTRACTOR agrees to provide COUNTY, at or before the effective date of this Contract, with a copy of the face page of any required insurance coverage in force on the effective date of this Contract and any new or renewal policies effective during the term of the Contract.

(4) Any required notifications or copies of documents shall be sent to: Health Services Agency Administration, Claims Desk, P.O. Box 962, Santa Cruz, CA 95061.

10. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.

11. ASSIGNMENT OF PAYMENTS. CONTRACTOR shall assign to COUNTY all payments made by patients or other third parties for CONTRACTORS services rendered under this Agreement.

12. CONFLICT OF INTEREST. CONTRACTOR shall not use, directly or indirectly, clinics conducted by Health Services Agency as a source of patients for CONTRACTOR'S own private practice unless otherwise specifically permitted in other portions of this agreement.

13. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY patients under this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

14. 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.

15. 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.

16. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and 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 Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

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

COUNTY OF SANTA CRUZ

CONTRACTOR

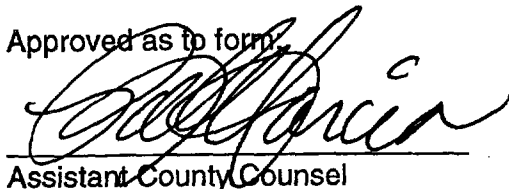
By: \_\_\_\_\_  
Health Services Agency Administrator

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

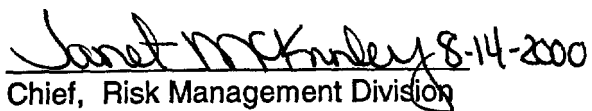
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Professional Lic.# \_\_\_\_\_  
Expiration Date \_\_\_\_\_

Approved as to form:

  
Assistant County Counsel

Approved as to insurances:

 8-14-2000  
Chief, Risk Management Division

Distribution: County Administrative Officer  
Auditor-Controller  
Risk Management

County Counsel  
Contractor  
Health Services Agency

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0341

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

FROM: HEALTH SERVICES AGENCY

(Dept.)

*Ronald M. Knutson*

(Signature)

8/15/00

(Date)

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

County of Santa Cruz (Health Services Agency)

(Agency)

1. Said agreement is between the \_\_\_\_\_  
and, Various **licensed** Pharmacists (Master Agreement) \_\_\_\_\_  
(Name & Address)

2. The agreement will provide Professional pharmacy **services** at **HSA** Out-patient Clinics

3. The agreement is needed, to provide above services

4. Period of the agreement is from <sup>OCT.</sup> ~~July 1~~, 2000 to Indefinite

5. Anticipated cost is \$ 9,600.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Master agreement **for** Pharmacist Services @ 40.00 Hrly

7. Appropriations are budgeted in 361270 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 00192-01 Date 8/31/00  
are not will be

GARY A. KNUTSON, Auditor - Controller

By

*Ronald M. Knutson*

Deputy

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
HSA Administrator \_\_\_\_\_ to execute the same on behalf of the County of Santa Cruz  
Health Services Agency \_\_\_\_\_ (Agency).

Remarks:

*EG*

(Analyst)

By

*Ed E*

Date

9/6/00

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

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

\*To Orig. Dept. if rejected.

ADM 29 (6/95)

State of California )  
County of Santa Cruz ) ss

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

County Administrative Officer

19 \_\_\_\_\_

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

Contract No, 192  
 Accounts: 361270, 361280  
 361370  
 Subobject: 3665

## SANTA CRUZ COUNTY HEALTH SERVICES AGENCY

### Master Agreement for Pharmacist Services

THIS CONTRACT is entered into this o day of \_\_\_\_\_, 20, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and \_\_\_\_\_, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **to provide professional pharmacist services, in compliance with applicable California and Federal rules and regulations, for programs conducted by the COUNTY's Health Services Agency.**
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNN agrees to pay CONTRACTOR as follows: **a rate of \$40.00 per hour.** CONTRACTOR will invoice on the form and in the manner required by COUNTY.
3. TERM. The term of this contract shall be: From Date of Execution until terminated by either party in accordance with Paragraph #4.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party, except under circumstances where CONTRACTOR is deemed to have performed a flagrant act of professional misjudgment or malpractice, upon which this contract may be immediately terminated
5. LICENSING . CONTRACTOR must provide evidence of a valid license to practice as a pharmacist in the State of California. CONTRACTOR agrees to maintain licensing during the entire term of this agreement and further agrees to disclose any restrictions or conditions placed on such licensing by the State licensing Board or other professional, legal or judicial body of competent jurisdiction.
6. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and further agrees to provide immediate full disclosure to **COUNTY** of any criminal charges brought against CONTRACTOR during the period this contract is in effect.
7. COMPLIANCE WITH INFECTION CONTROL POLICIES AND PROCEDURES. CONTRACTOR must comply with all aspects of COUNTY's policy and procedures governing infection control. CONTRACTOR further must furnish, at CONTRACTOR's own cost and expense, proof of immunity to measles and to rubella, and documentation of Tuberculosis clearance to the extent that is satisfactory to COUNTY's Health Officer.
8. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY, 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 them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this contract, if such performance is carried out in a fraudulent, criminal, malicious or knowingly wrongful manner. Such indemnification includes any damage to the person(s), or proper&y (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 CONTRACTORS officers, employees and agents engaged in the performance of this contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

9. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. 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.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required if CONTRACTOR has no employees).

(2) CONTRACTOR hereby represents that it does not own, operate, or utilize a business vehicle; but rather that a personal vehicle will be used only incidentally in traveling to and from the CONTRACTORS place of residence, business, or one principal COUNTY facility in accomplishing the result required under this Contract. In reliance on said representation, COUNTY hereby waives any and all requirements herein relating to Automobile Liability Coverage.

(3) It is hereby acknowledged that CONTRACTOR is covered as an additional insured under COUNTY'S Comprehensive Hospital Liability Insurance and is, consequently, covered for legal liability arising out of his/her duties under this Agreement. This insurance will provide a defense and indemnify CONTRACTOR for his/her actions that are within the scope of this Agreement. Therefore, COUNTY waives any and all requirements relating to Comprehensive or Commercial General Liability and Professional Liability Insurance coverage for legal liability arising out of the performance of duties under this Agreement.

B. Other Insurance Provisions

(1) As to all insurance coverage required herein any deductible or self-insured retention exceeding 1% of a company's annual gross earnings, or **\$5,000.00** for an individual, shall be disclosed to and be subject to approval by COUNTY Risk Manager, prior to the effective date of this Contract.

(2) CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation or non-renewal of any insurance coverage required herein.

(3) CONTRACTOR agrees to provide COUNTY, at or before the effective date of this Contract, with a copy of the face page of any required insurance coverage in force on the effective date of this Contract and any new or renewal policies effective during the term of the Contract.

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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 Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

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

COUNTY OF SANTA CRUZ

CONTRACTOR

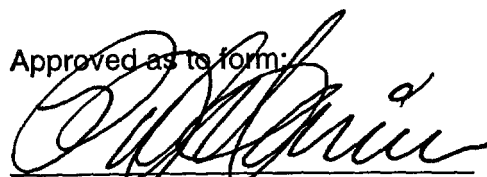
By: \_\_\_\_\_  
Health Services Agency Administrator

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Professional Lic.# \_\_\_\_\_  
Expiration Date \_\_\_\_\_

Approved as to form:



Assistant County Counsel

Approved as to insurances:

Janet McKenley 8-14-2000  
Chief, Risk Management Division

Distribution: County Administrative Officer  
Auditor-Controller  
Risk Management

County Counsel  
Contractor  
Health Services Agency

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