



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

0283

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

December 14, 2000

AGENDA: January 9, 2001

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

RE: APPROVAL OF MENTAL HEALTH CONTRACT AMENDMENT

Dear Board Members:

Non-emergency client transportation has been provided under contract to the County's Mental Health programs since January of 1998 by Santa Cruz Transportation, Inc. (County Contract No. 1579).

These transportation services are primarily non-medical in nature and are available 24 hours a day, seven days a week including weekends and holidays. Clients are routinely transported between the Dominican Behavioral Health Unit, other locked psychiatric facilities and contested Superior Court hearings. Occasionally, clients are taken to (or returned from) out of county facilities and programs.

The attached contract amendment includes a new rate schedule which is reflective of the Contractor's increased costs for obtaining, operating and maintaining vehicles as well as cost of living increases for employees. If approved, the amended rate schedule will be retroactive to October 15, 2000. It is worth noting that, in September, the contractor requested a larger increase than the recommended amount. As part of the contract negotiations, a retroactive contract to October 1⁵th was proposed to provide for a continuation of services, and a reasonable compromise. No additional County funds are required for this contract.

It is, therefore, RECOMMENDED that your Board:

1. Approve the attached amendment to the continuous agreement with Santa Cruz Transportation, Inc., County Contract No. 1579 (Budget Index 363147/363111, Subobject 3651) effective October 15, 2000, and authorize the Health Services Administrator to sign.



0284

Sincerely,



Rama Khalsa, Ph.D. Administrator
Health Services Administrator

RK:PS
Attachment

RECOMMENDED



Susan Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
County Counsel
Health Services Agency
Mental Health & Substance Abuse Services

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0285

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

FROM: HEALTH SERVICES AGENCY (Dept.)

RK (Signature) 12/20/00 (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 (Community Mental Health) (Agency) and, Santa Cruz Transportation, Inc., 131 Front St., Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide Non-emergency transportation to clients of the County's mental health system.
- The agreement is needed to amend the existing agreement.
- Period of the agreement is from July 1, 2000 to June 30, 2001
- Anticipated cost is \$ 126,000 through June 30, 2001 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Auditor: This is an amendment to existing contract with no additional dollars to be encumbered.
- Appropriations are budgeted in 363147 (\$112,000), 363111 (\$ 14,000) ← ena - 02 (Index#) 3651 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C001579-01/02 Date 12/26/00
are not will be

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 HEALTH SERVICES ADMINISTRATION to execute the same on behalf of the

HEALTH SERVICES AGENCY (Agency).

Remarks: GS (Analyst)

County Administrative Officer
By [Signature] Date 1/2/01

Agreement approved as to form. Date _____

Distribution:

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

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

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

By _____ Deputy Clerk

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Index No. 363147/363111
Subobject No. 3651
Contract No. 1579-01/02

Santa Cruz Transportation, Inc.
Non-Emergency Client Transportation
Amendment to Continuous Agreement

The parties hereto agree to amend that certain agreement dated January 13, 1998, County Contract No. 1579, by changes as follows:

1. Section 2, Compensation

Delete second sentence in first paragraph and replace with the following... This rate schedule will be in effect from October 15, 2000.

2. Section 8, Equal Employment Opportunity

Delete existing section and replace with new Section 8 reflective of new required County language.

3. Attachment B, Rate Schedule

Delete existing Attachment B and replace with new attached Attachment B, Rate Schedule.

All other provisions, excepting those mentioned above, shall remain the same.

Dated: December 1, 2000

CONTRACTOR

By

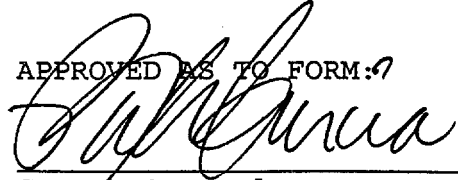

Jim Bosso
Santa Cruz Transportation, Inc.
131 Front Street
Santa Cruz, CA 95060

COUNTY OF SANTA CRUZ

By


Rama Khalsa
Health Services Administrator

APPROVED AS TO FORM:


County Counsel

Contract No. 1579 – 01/02
Index No. 363147/363111
Subobject No. 3651

**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
INDEPENDENT CONTRACTOR AGREEMENT**

NON-EMERGENCY CLIENT TRANSPORTATION

This CONTRACT is entered into this **1ST day of December, 2000**, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called COUNTY, and **SANTA CRUZ TRANSPORTATION, INC.**, 131 Front St., Santa Cruz, California, 95060, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result: TO PROVIDE NON-EMERGENCY TRANSPORTATION TO CLIENTS OF COUNTY'S MENTAL HEALTH SERVICES AND COUNTY'S PUBLIC GUARDIAN AS SPECIFIED IN ATTACHMENT "A" (SCOPE OF SERVICES) ATTACHED HERETO, AND BY REFERENCE MADE A PART HEREOF.

CONTRACTOR agrees to procure all necessary permits and/or licenses required to provide this type of transportation service.

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

COUNTY shall reimburse CONTRACTOR according to the rate specified in Attachment B (Rate Schedule) attached hereto, and by reference made a part hereof. This rate schedule will be in effect from October 15, 2000.

CONTRACTOR shall invoice COUNTY on a monthly basis for services rendered. Said invoice shall include an itemization of authorized services rendered during the billing month.. COUNTY shall pay CONTRACTOR in a timely manner (i.e., within 30 days of receipt of a proper invoice).

Occasionally, COUNTY may request patient transport that will require CONTRACTOR'S driver to be away from the Santa Cruz area, such that return before **11:30 p.m.** is not possible. In such instances, CONTRACTOR may request, and COUNTY may approve, payment of overnight lodging expenses. Such expenses shall be reimbursed at cost, not to exceed the COUNTY maximum amounts, which are equal to the Federal per diem listed in the Federal Register. Documentation of amount paid is required for reimbursement. Should the COUNTY maximum reimbursement rates change during the term of this Agreement, any new COUNTY rate shall automatically be used in place of the rates herein described.



Contract No. 1579-01/02 - Non Emergency Client Transportation

3. LOCKED VEHICLE. CONTRACTOR agrees that it owns sufficient locked vehicles that will be available for use for COUNTY and such vehicles shall be operated and maintained so that they are reliable and safe for the transport of COUNTY patients. CONTRACTOR further agrees to continue to maintain and make available any existing locked vehicles to the fullest extent possible.
4. TERM. The term of this Agreement shall be from the date of execution until terminated by either party in accordance with Paragraph #5.
5. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.
6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purpose of paragraphs 6 and 7 (which 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 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, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
7. INSURANCE.
 - A. 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.
 - B. If CONTRACTOR utilizes 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.

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Contract No. 1579-01/02 • Non Emergency Client Transportation

(1) Types of Insurance and Minimum Limits

- (a) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONTRACTOR has no employees.
- (b) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- (c) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- (d) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.
- (e) CONTRACTOR agrees to carry and maintain during the entire term of this Agreement fire and extended coverage including theft insurance to adequately cover value of COUNTY'S inventoriable items in the possession of CONTRACTOR. Insurance policy must name COUNTY as the loss payee.

(2) Other Insurance Provisions

- (a) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement 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.
- (b) 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

Contract No. **1579-01/02** - Non Emergency Client Transportation

Agreement with the County of Santa Cruz".

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

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: **Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061.**

- (d) 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: **Claims Desk, Health Services Administration, P.O. Box 962, Santa Cruz, CA 95061.**

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over **18**), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, **available** to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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

- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over **18**), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned 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 8.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to COUNTY under this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to the COUNTY Administrator or his/her designated representatives, including the Auditor-Controller of the COUNTY, the contents of records pertaining to COUNTY which are maintained in connection with the performance of CONTRACTOR'S duties and responsibilities under this Agreement, subject to the provisions of the heretofore mentioned Federal and State statutes and regulations. The COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
10. 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

Contract No. 1579-01/02 - Non Emergency Client Transportation

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 party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is, in fact, an independent contractor.

11. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.
12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs last. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
14. ATTACHMENTS. This Agreement includes the following attachments:
 - A. Non-Emergency Client Transportation "Scope of Services"
 - B. Rate Schedule

H

Contract No. 1579-01/02 - Non Emergency Client Transportation

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

COUNTY OF SANTA CRUZ

CONTRACTOR

Rama Khalsa
Health Services Administrator

Jim Bosso
Santa Cruz Transportation, Inc.
131 Front St.
Santa Cruz, CA 95060
(831) 423-6161

Approved as to Form:

County Counsel

Approved as to Insurances:

Janet McKinley 12-6-2000
Risk Management Division Chief

Distribution:

County Administrative Officer
Auditor-Controller
County Counsel
Health Services Agency
Public Guardian
Community Mental Health
Contractor

1579 Santa Cruz Transportation Inc. 2000
11/16/00



Attachment A

NON-EMERGENCY CLIENT TRANSPORTATION

SCOPE OF SERVICES

Santa Cruz Transportation Company, Inc.

1. CONTRACTOR shall furnish client transportation service which shall consist of transportation of persons at such times as the COUNTY'S Director of Mental Health Services (or designee) or COUNTY'S Public Guardian (or designee) shall direct.
2. COUNTY'S Director of Mental Health Services (or designee) or COUNTY'S Public Guardian (or designee) shall furnish CONTRACTOR with a written request for transportation; this will be furnished to CONTRACTOR in all cases.

COUNTY will request transportation service only for those clients who are presumed, and appear to be, fit to undergo such method of transportation. COUNTY agrees that transportation services are primarily non-medical in nature and are unsuitable for clients who obviously require medical attention.

3. CONTRACTOR'S services shall be available 24 hours a day, seven days a week including holidays, Saturdays and Sundays.
4. CONTRACTOR shall respond to each properly authorized, timely request for transportation. In the event CONTRACTOR is unable to respond to a request for services and such request cannot be conveniently delayed without expense to the COUNTY or hardship to the patient, CONTRACTOR shall provide transport services via ambulance equipment or through an equivalent non-emergency transportation service provider at no additional cost to COUNTY.
5. CONTRACTOR shall respond to a minimum of 90% of all calls within 20 minutes.
6. CONTRACTOR shall have its telephone listing advertised and shall provide for answering said telephone during the hours services are available, as provided in Paragraph 3 above.
7. CONTRACTOR'S agents, servants and employees are to be engaged primarily in the maintenance and operation of the transportation vehicles. However, when a second attendant is requested, his/her duties are to furnish assistance and attention of a non-medical nature to clients. COUNTY will specify whether an extra attendant is needed for the client's safety and comfort or to fulfill legal requirements for each service requested.

Contract 1579-01/02 Non Emergency Client Transportation

Attachment B

NON-EMERGENCY CLIENT TRANSPORTATION**RATE SCHEDULE****Santa Cruz Transportation Company, Inc.****Effective October 15, 2000****GURNEY PSYCHIATRIC TRANSPORT**

Base Rate	\$252.00 (Includes extra attendant)
Mileage	\$ 3.00 per mile
After Hours/Weekend/Holiday Charge	\$ 55.00

AMBULATORY and WHEELCHAIR PSYCHIATRIC TRANSPORT

Base Rate	\$ 42.00
Mileage	\$ 3.00 per mile
After Hours/Weekend/Holiday Charge	\$ 55.00

OTHER COSTS (NOT INCLUDED in ABOVE RATES)

Wait time	\$10.00 per quarter hour after the first 10 minutes
Dead Miles (Out of County)	\$.75 per mile
Extra Attendant	\$42.00 per hour from Dispatch
After Hours/Weekend/Holiday Attendant	\$50.00 per hour from Dispatch
Court Time	\$14.00 per hour
Trip Cancellation	Base plus mileage if dispatched; no charge if not dispatched.
Other Supplies or Additional Services	cost plus 10%

CONDITIONS REQUIRING AN ATTENDANT

Contested Court Hearing
 DBHU to locked facility or reverse
 All Out of County Transports
 Violent, Suicidal, AWOL Risk or Requested
 Transportation of Children

AFTER HOURS are from 6:00 P.M. – 6:00 A.M.**HOLIDAYS:**

New Year's Day
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving Day (and day after)
 Christmas Day