



# County of Santa Cruz

## PROBATION DEPARTMENT

P.O. BOX 1812, SANTA CRUZ, CA 95061-1812

(831) 454-2150 FAX: (831) 454-3035

**JOHN P. RHOADS**  
CHIEF PROBATION OFFICER

January 31, 2001

Agenda: February 13, 2001

Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, California 95060

### **Approve Agreement Between Santa Cruz County Probation Department and Cally Haber for Acupuncture Services**

Dear Board Members:

The Probation Department utilizes the services of Cally Haber, Licensed Acupuncturist, for health care services to juveniles remanded to the Juvenile Hall and the Probation Department's Placement Alternative Resources for Rids (PARR) Program funded by the Board of Corrections Challenge Grant II. Acupuncture treatment services are used to aid in drug and alcohol detoxification, anger management, stress reduction, and addiction control. Acupuncture is an accepted form of treatment by the Board of Corrections, and is used by other juvenile and adult detention facilities in the State.


Cally Haber is uniquely qualified to provide these services as she is a registered National Acupuncture Detoxification Association trainer, and has performed similar services in various jails, hospitals, and outpatient clinics, and is founder of Acupuncture Associates of Santa Cruz. She has been providing these services at the Probation Dept. sites since July 1, 2000 under a purchase order agreement.

Due to the positive results from these services, it is requested that the agreement amount for acupuncture services be increased to \$22,000 per year, and extended through June 30, 2003, to coincide with the current term of the Challenge Grant program. Acupuncture services are funded entirely from the Juvenile Hall Inmate Welfare Fund and from the Challenge Grant program budget. There is no County cost associated with this agreement or the provision of these services.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached ADM-29 Request for Approval of Agreement, for Cally Haber, acupuncture services, in the amount of \$22,000 for the period July 1, 2000 through June 30, 2003; and
2. Authorize the Chief Probation Officer to sign the agreement on behalf of the County.

Sincerely,

  
**JOHN P. RHOADS**  
Chief Probation Officer

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Board of Supervisors Agenda: February 13, 2001  
Cally Haber Agreement  
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**RECOMMENDED:**

  
SUSAN A. MAURIELLO  
County Administrative Officer

cc: County Administrative Office  
Auditor-Controller  
County Counsel  
Probation Department

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Probation (Dept.)  
John P. Rhoads (Signature) 2/2/01 (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 Santa Cruz County Probation Dept. (Agency)  
and Gally Haber 709 Frederick St. Santa Cruz CA 95062 (Name & Address)

2. The agreement will provide acupuncture services in Juvenile Hall and Challenge Grant

3. The agreement is needed.

4. Period of the agreement is from July 1, 2000 to June 30, 2003

5. Anticipated cost is \$ 22,000 per fiscal year (Fixed amount; Monthly rate; Not to exceed)

6. Remarks:

7. Appropriations are budgeted in 574300 Challenge Grant \$10,000 3665  
135721 Inmate Welfare \$12,000 (Index#) 3493-3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C002348 Date 2/5/01  
are not will be

GARY A. KNUTSON, Auditor - Controller

(135721 = Trust Fd 72-364 - No BOS Approp. T. Sillman) Deputy.

Proposa reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
Chief Probation Officer to execute the same on behalf of the Santa Cruz County  
Probation Dept. (Agency).

Remarks: County Administrative Officer  
By [Signature] Date 2/5/01  
(Analyst)

Agreement approved as to form. Date

Distribut on:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County - Goldenrod  
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 \_\_\_\_\_

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

A

Contract No. \_\_\_\_\_

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 21<sup>st</sup> day of February d 2003 between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CALLY HABER, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Provision of acupuncture treatment for juveniles for detox and stress reduction purposes in the Santa Cruz County Probation Department Juvenile Hall and PARK Program.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: \$65.00 per hour, not to exceed \$22,000 total compensation.
3. TERM. The term of this contract shall be 3 0 . 2 0 0 3 o r u n t i l terminated by one or the other party.
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 CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

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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 . CH

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle 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 CH / Jm

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross- liability.

(4) Professional Liability Insurance in the minimum amount of \$ 1,000,000 / 3,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY CH / Jm.

B. Other Insurance Provisions

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

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of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

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

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Fred Nohr, Administrative Services Manager  
Santa Cruz County Probation Department  
Post Office Box 1812  
Santa Cruz, CA 95061

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Fred Nohr, Administrative Services Manager  
Santa Cruz County Probation Department  
Post Office Box 18 12  
Santa Cruz, CA 95061

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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and

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applicants for employment, notice setting forth the provisions of this non-discrimination clause.

- B. 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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
- (1) The CONTRACTOR shall furnish COUNTY Affirmative Action 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.
  - (2) 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.
  - (3) 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 (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.

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SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

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

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.
12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

NONE

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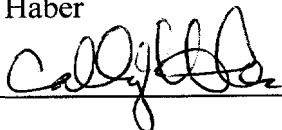
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IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written,

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

Cally Haber

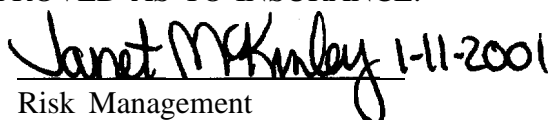


By: \_\_\_\_\_  
John P. Rhoads, Chief Probation Officer

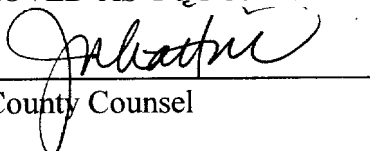
Address: 709 Frederick Street  
Santa Cruz CA 95062

Telephone: 4831)8 - 0 8 0 9

2. APPROVED AS TO INSURANCE:

By:  1-11-2001  
Risk Management

3. APPROVED AS TO FORM:

By:   
County Counsel

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

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