



HEALTH SERVICES AGENCY  
ADMINISTRATION

# County of Santa Cruz

## HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE  
SANTA CRUZ, CA 95061  
(831) 454-4066 FAX: (831) 454-4770

April 3, 2001

**AGENDA: April 17, 2001**

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

### **RE: APPROVAL OF CONSULTANT AGREEMENT FOR THE INDIGENT CARE PROGRAM**

Dear Board Members:

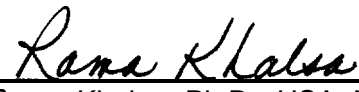
The Health Services Agency requests approval of the attached amendment to the agreement with Elinor Hall for consultant services concerning the County's indigent medical care program and related issues. The amendment increases the contract amount by \$10,000.

As your Board is aware, Ms Hall served for many years as the County's Health Services Agency Administrator. She was also Director of the Oregon State Department of Health. She is widely recognized as an expert on health care issues, including health financing, long-term care, indigent health care, and health legislation at both the State and Federal level. Her expertise in these areas and familiarity with local issues with greatly assist in developing HSA's strategic health planning efforts.

Ms Hall is currently providing consultant services under a purchase order agreement. HSA would like to amend this agreement to incorporate additional consultant hours. Board approval is required as this amendment will increase the total contract amount above the purchase order limits. The additional \$10,000 will bring the new contract total to \$17,490. The original agreement and the proposed amendment are attached.


It is therefore RECOMMENDED that your Board approve the attached amendment to the agreement with **Elinor** Hall for consultant services concerning the indigent care program and authorize the Health Services Agency Administrator to sign the amendment.

Sincerely,

  
 Rama Khalsa, Ph.D., HSA Administrator  
 9N

Attachments: Contract & amendment  
 ADM-29

RECOMMENDED:

  
 Susan A. Mauriello  
 County Administrative Officer

cc: County Administrative Office  
 Auditor-Controller  
 County Counsel  
 County Purchasing  
 HSA Administration  
 Med-Cruz Program

HSA Admin Shared Area/Board Letters for 2001/PH & Clinic Admin/Elli Hall contract

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0243

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

FROM: **HEALTH SERVICES AGENCY** (Dept.)

Pam Kline (Signature) 3/29/01 (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, Elinor Hall, 4043 SW Westdale Dr., Portland, OR 87221 (Name & Address)
- The agreement will provide consultant services concerning the indigent care program and other Health Services Agency programs.
- The agreement is needed to provide for the above services.
- Period of the agreement is from January 5, 2001 to June 30, 2001 (continuous)
- Anticipated cost is \$ additional \$10,000 (Fixed amount, Monthly rate, Not to exceed)
- Remarks: Continuation & extension of County Purchase Order #49421. Encumber \$10,000 under the new contract number.
- Appropriations are budgeted in 360110 (Index#) 3665 (Subject)

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

Appropriations are available and have been encumbered. Contract No. C002383 Date 4-5-01  
P049421 = 7,490, FY 00-01  
Vendor 010674  
GARY A. KNUTSON, Auditor - Controller  
By P. Sillanpaa 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). County Administrative Officer

Remarks  
(Analyst) By Date

Agreement approved as to form. Date

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - 40421  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Crig. Dept. if rejected.

/DM-29 (6/95)

State of California )  
County of Santa Cruz ) ss

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

**Contract:**

Account: 3601 10

Subobject: 3665

County of Santa Cruz

## AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain agreement dated January 5, 2001, by and between the COUNTY OF SANTA **CRUZ** and Elinor Hall, by deleting the existing Paragraph 2 ("Compensation") and replacing it with the following:

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR at \$125 per hour until SAID SCOPE OF WORK HAS BEEN ACCOMPLISHED up to \$17,490 in total compensation. Hours worked shall be computed to the nearest quarter (1/4) hours and will include travel time to and from Santa Cruz. Hours worked shall be reported by CONTRACTOR on the form and in the manner specified by COUNTY. Compensation for necessary per diem, travel, mileage and other costs necessary to accomplish the work done under this agreement is included in the CONTRACTOR'S hourly rates. Travel to California shall be at COUNTY direction for purposes of supporting COUNTY interests.

All other provisions of said contract shall remain in full force and effect.

CONTRACTOR

COUNTY OF SANTA CRUZ

By: Elinor Hall

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

Address: 4043 SW Westlake Dr.  
Portland, OR 97221

Approved as to form:

[Signature]  
Assistant County Counsel

Distribution:

Auditor-Controller  
County Counsel  
HSA Administration

Req. 261296

Purchase Order

Index: 360110

Subobject: 3665

(3)

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY  
Independent Contractor Agreement

THIS CONTRACT is entered into this 5<sup>th</sup> day of January, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Elinor Hall, MPH, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **TO PROVIDE PUBLIC HEALTH and INDIGENT CARE CONSULTANT SERVICES AS DESCRIBED IN ATTACHMENT A ("SCOPE OF WORK")**, WHICH BY THIS REFERENCE IS MADE PART OF **THIS AGREEMENT.**

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR at \$125 per hour until SAID SCOPE OF WORK HAS BEEN ACCOMPLISHED up to \$7,490 in total compensation. Hours worked shall be computed to the nearest quarter (1/4) hours and will include travel time to and from Santa Cruz. Hours worked shall be reported by CONTRACTOR on the form and in the manner specified by COUNTY. Compensation for necessary per diem, travel, mileage and other costs necessary to accomplish the work done under this agreement is included in the CONTRACTOR'S hourly rates. Travel to California shall be at COUNTY direction for purposes of supporting COUNTY interests.

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 medical misjudgment or malpractice, upon which this contract may be immediately terminated

5. 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.

6. 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 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. 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.

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**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) 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 **\$300,000** combined single limit per **occurrence** for bodily injury and and \$50,000 for property damage.

(3) CONTRACTOR represents to COUNTY that it will accomplish the result **required** by this contract by manner and means which will expose no person to reasonably foreseeable & k of personal Injury or property damage, namely as follows: consultant services concerning public health and indigent care. In reliance thereon, COUNTY hereby waives the requirement for **Comprehensive** or Commercial General Liability Insurance.

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

A. CONTRACTOR will 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

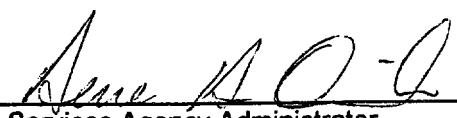
It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

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~~  
*Purchasing agent*

By: 

Address: 4043 SW Westing Dr.  
Portland, OR 97221

Telephone: 503.292-3240

Tax ID Number: 44-570 860432

Date JAN 5, 2001

Approved as to form:

  
 Assistant County Counsel

Approved as to insurances:

 1-18-2001  
 Chief, Risk Management Division

## ATTACHMENT A

Scope of Work  
Health Consultation & Analysis

- A. CONTRACTOR will perform the following services at the direction of the Health Services Agency Administrator:
1. Analyze documents; assist with negotiation and clarification of charity care, provisions for the hospitals in the County including recommending changes to the systems that insure patient access to care;
  2. Provide technical assistance and recommendations for improvement related to other major health system problems confronting the County including but not limited to access to specialists, maintaining an adequate level of community physicians for Medicaid, Medicruz, and Medicare populations;
  3. Analyze options for improving health finances for indigent care in **County and** community clinics. Analyze and propose mechanisms for sharing of expensive administrative and clinical functions across the clinics to the benefit of the community and the public safety net; assist with development of State and Federal legislative strategies and identify other options for improvement in this area. As needed, assist with negotiation with State or Federal authorities to implement these strategies.
  4. **Consult** on the Long-Term Care Integration Project governance and finance issues and recommend options for local implementation.
  5. Other health consultation needs as required.