



# County of Santa Cruz

0253

## HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator  
1000 Emeline Avenue, Santa Cruz, CA 95060  
(83 1) 454-4130 or 454-4045 FAX: (83 1) 454-4642

May 29, 2001

AGENDA: June 12, 2001

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

### AGREEMENT TO PROVIDE SERVICES TO APS AND MSSP CLIENTS

Dear Members of the Board:

The Human Resources Agency (HRA) administers the Adult Protective Services Program (APS) which responds to reports of elder and dependent adult abuse and the Multipurpose Senior Services Program (MSSP) which provides comprehensive case management services to frail elderly County residents. The purpose of this letter is to request your Board's approval of the Independent Contractor Agreements for sixteen local vendors who have been selected to provide services to clients of either APS or MSSP or both. A copy of each Independent Contractor agreement is on file with the Clerk of the Board. The funds for these purchased services are included in the HRA proposed budget for FY 2001/02. Additionally, I-IRA is requesting authorization to amend the Independent Contractor Agreements, as needed, for chore and personal care services for In-Home Supportive Services (IHSS) clients should contract negotiations with ADDUS for next fiscal year fail.

#### APS and MSSP

APS responds to reports of alleged abuse of elder and dependent adults. Social Workers investigate the reports of abuse and conduct risk assessments to ensure the safety of vulnerable individuals. APS regulations require that counties provide access to emergency shelter and an array of tangible and support services. Such support services may include in-home health care, protective care, respite, and, minor home repairs or modifications. An APS Social Worker makes the purchase of such services following an assessment of client need. The program serves elderly persons 65 years and older and younger disabled persons ages 18 - 64 with physical or mental limitations placing them in vulnerable and dependent positions.

The goal of MSSP is to prevent or delay long-term institutionalization and is limited to Medi-Cal recipients. The MSSP program purchases services for clients in various categories, such as adult social day care, home safety modification, respite care, transportation, medical monitoring, counseling, legal

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Agreement To Provide Services To APS And MSSP Clients

services, and money management. The purchase of services for MSSP participants is made following an assessment of client need and the development of a comprehensive care plan by the MSSP case management team of social services staff and a public health nurse.

Both APS and MSSP only purchase services that are unavailable from other resources. Service vendors were selected in accordance with state and County guidelines for soliciting bids for services, including a public notification and application process. Contractors were selected based on service rates as well as availability and quality of services provided.

**TERMS OF AGREEMENTS**

Agreements are to become effective July 1, 2001, and remain in effect until June 30, 2004, contingent upon the availability of state and federal funds. Each of the agreements contains the same requirements. A sample of the boilerplate agreement is included in the Board packet. The only difference in the individual agreements is the scope of service and listing of rates for each unit of service. The attached Vendor Service Rate List provides a summary of the recommended service providers and their rates. Current APS and MSSP contracts with service vendors will terminate on June 30, 2001.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve Independent Contractor Agreements with selected services providers; and authorize the Human Resources Agency Administrator to execute these agreements on behalf of the County, contingent upon Board's approval of the Human Resources Agency proposed FY 2001/2002 budget; and
2. Approve the attached resolution authorizing the Human Resources Agency Administrator to execute these agreements on behalf of the County; and
3. Authorize the Human Resources Agency Administrator to amend these agreements, as necessary, to provide chore and personal care services to IHSS clients.

Very truly yours,



CECILIA ESPINOLA

Administrator

Attachments:

Resolution

Sample Contract

Service Definitions

Vendor Service Rate List

## BOARD OF SUPERVISORS

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Agreement To Provide Services To APS And MSSP Clients

CE\FN

## RECOMMENDED:



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SUSAN A. MAURIELLO

County Administrative Officer

**cc:** County Administrative Office  
Auditor Controller  
HRA-Fiscal  
General Services

APS & MSSP Contracts				
FY 2001 - 02				
Contractor		MSSP	APS	Total
		S/O #5382	s/o #3975	
Burgess & Son Garden Service		\$500.00	\$500.00	\$1,000.00
Burkhardt Construction		\$2,000.00	\$1,000.00	\$3,000.00
Cindy's Celebrations		\$2,000.00	\$500.00	\$2,500.00
Community Bridges (F & N)		\$34,000.00	\$0.00	\$34,000.00
Companion for Life		\$23,000.00	\$0.00	\$23,000.00
Driftwood Health Care		\$0.00	\$2,500.00	\$2,500.00
Evoldi, Mischa		\$2,000.00	\$1,000.00	\$3,000.00
Heartland Home Health Care & Hospice		\$30,000.00	\$5,000.00	\$35,000.00
The Home Pro		\$2,000.00	\$1,000.00	\$3,000.00
Lifespan		\$52,000.00	\$5,750.00	\$57,750.00
Link to Life		\$2,500.00	\$0.00	\$2,500.00
Prime Health at Home		\$30,000.00	\$0.00	\$30,000.00
Senior Network Services		\$5,500.00	\$0.00	\$5,500.00
Soquel Leisure Villa		\$2,000.00	\$2,875.00	\$4,875.00
Victorian Home Care		\$18,000.00	\$5,750.00	\$23,750.00
Visiting Nurse Association		\$0.00	\$1,000.00	\$1,000.00
Amount Encumbered		\$205,500.00	\$26,875.00	\$232,375.00

<b>VENDOR</b>	<b>SERVICE</b>	<b>MSSP CODE</b>	<b>APS CODE</b>	<b>COST</b>
<b>Burgess &amp; Son Garden Service</b>	Yard Service	3.1	H/O	\$18.00 hour
	Hauling	3.1	H/O	\$18.00 hour
<b>Burkhardt Construction</b>	Minor Home Repair & Maintenance	2.2	<b>0</b>	\$50.00 OTO
	Minor Home Repair & Maintenance (grab- bar & hand held shower installation only)	2.2	<b>0</b>	\$40.00 OTO
<b>Cindy's Celebrations</b>	Adult Day Care	1.1	NA	\$59.00 day
	Respite/Out-of-Home Protective Care	NA	L	\$59.00 day
<b>Community Bridges</b>	Transportation	6.4	NA	\$6.50 OWT
<b>Companion For Life</b>	Communication Devices:			
	Installation Fee	9.2		\$40.00 OTO
	Monitoring, Response, Maintenance	9.2		\$28.00 month
	Pendant Replacement	9.2		\$55.00 OTO
	Replacement Fee for Lost Unit	9.2		\$500.00 OTO
<b>Driftwood Health Care</b>	Out-of-Home Respite/ Protective Care		L	\$145.00 day
	Emergency Transitional Shelter		N	\$145.00 day
<b>Mischa Eovaldi, LCSW</b>	Specialist Case Management	4.3	Q	\$60.00 hour
	Therapeutic Counseling	8.4	Q	\$60.00 hour
<b>Heartland Home Health Care &amp; Hospice</b>	Chore Services	3.1	H	\$17.50* hr.
	Personal Care Services	3.2	H	\$18.50* hr.
	Live-in Home Health Aid	3.2	H	\$220.00 day
	Live-in Homemaker/Companion	3.2	H	\$175.00 day
	Health Care/ RN	3.3	Q	\$39.50* hr.
	Health Care/ LVN	3.3	Q	\$34.50* hr.
	Health Care (OT, PT, ST)	3.3	Q	\$55.00* hr.
	In-Home Protection/ Protective Supervision	3.7	H	\$17.50* hr.
	Professional Care Assistance (PCA)	3.9	NA	\$18.50* hr.
	In-Home Respite/ Homemaker	5.1	H	\$17.50* hr.
	Live-in Home Health Aid	5.1	H	\$220.00 day
	Live-in Homemaker/ Companion	5.1	H	\$175.00 day
	Transportation/ Escort	6.3	B	\$17.50* hr.
	Mileage			.35 mile
<b>The Home Pro</b>	Minor Home Repair & Maintenance	2.2	0	\$65.00 hr. M-F
	Non-Medical Home Equipment	2.3	0	\$75.00 hr. Sat.
				\$65.00 hr. M-F
				\$75.00 hr. Sat.
<b>Lifespan Inc.</b>	Chore Work	3.1	H	\$19.00 hour
	Personal Care	3.2	H	\$19.00 hour
	Personal Care	3.2	H	\$33.00 visit
	Health Care/ RN	3.3	Q	\$70.00 hour

<b>VENDOR</b>	<b>SERVICE</b>	<b>MSSP CODE</b>	<b>APS CODE</b>	<b>COST</b>
				0258
<b>Lifespan Inc.</b> (continued)	Protective Supervision	3.7	H	\$19.00 hour
	Protective Supervision/ 12 hr. Sleep-over	3.7	H	\$145.00 day
	Professional Care Assistance/ HHA/CNA	3.9		\$19.00 hour
	Professional Care Assistance/ HHA/ CNA	3.9		\$33.00 visit
	Specialist Purchased Case Management	4.3		\$70.00 hour
	Respite/ In Home/ Chore Worker	5.1	H	\$19.00 hour
	Respite/ In Home/ CNA/HHA	5.1	H	\$19.00 hour
	Respite/ In Home/ 12 hour Sleep-over	5.1	H	\$145.00 day
	Escort/ Personal Care Attendant	6.3		\$19.00 hour
	Escort/ Friendly Visitor- 1 hour minimum	6.3		\$24.00 hour
	Social Reassurance/ Phone Monitor	8.3		\$70.00 month
	Social Reassurance/ Phone Monitor	8.3		\$100.00 month
	Social Reassurance/ Phone Monitor	8.3		\$3.00 day
	Social Reassurance/ Friendly Visitor	8.3		\$24.00 hour
	Money Management	8.5		\$60.00 hour
	Communication/ Translation	9.1		\$24.00 hour
	Same day set-up fee	NA	H	\$100.00 OTO
	Mileage			.40 mile
<b>Link to Life</b>	Communication Devices:			
	Installation Fee	9.2		\$50.00 OTO
	Monitoring, Response, Maintenance	9.2		\$18.00 month
	Pendant Replacement Fee	9.2		\$5.00 OTO
	Smoke Detection	9.2		\$7.00 month
<b>Prime Health At Home</b>	Health Care/ Skilled Nursing LVN	3.3		\$40.00 hour
	Health Care/ Skilled Nursing RN	3.3		\$78.00 hour
	Health Care/ Physical Therapy	3.3		\$68.64 hour
	Health Care/ Occupational Therapy	3.3		\$71.36 hour
	Health Care/ Speech Therapy	3.3		\$78.43 hour
<b>Senior Network Services</b>	Money Management	8.5		\$40.00 hour
<b>Soquel Leisure Villa</b>	Respite	5.2	L	\$80.00 day
	Respite/ Shared Room	5.2	L	\$1500.00 month
	Respite/ Private Room	5.2	L	\$2000.00 and up
<b>Victorian Homecare</b>	Chore Service (4 hrs. or more per shift)	3.1	H	\$14.95 hour
	Chore Service (2-3) 2 hr. minimum	3.1	H	\$17.50 hour
	Personal Care (4 hrs. or more per shift)	3.2	H	\$14.95 hour
	Personal Care (2-3) 2 hr. minimum	3.2	H	\$17.50 hour
	In-Home Protection (4 hrs. or more per shift)	3.7	H	\$14.95 hour
	In-Home Protection (2-3) 2 hr. minimum	3.7	H	\$17.50 hour
	In-Home Protection/ 12 hr. Sleep-over	3.7	H	\$135.00 (12 hr. shift)
	In-Home Respite (4 hrs. or more per shift)	5.1	H	\$14.95 hour
	In-Home Respite (2-3) 2 hr. minimum	5.1	H	\$17.50 hour
	In-Home Respite/ Sleep-over	5.1	H	\$135.00 (I 2 hr. shift)
	Escort (4 hrs. or more per shift)	6.3	B	\$14.95 hour
	Escort (2-3) 2 hour minimum	6.3	B	\$17.50 hour

<b>VENDOR</b>	<b>SERVICE</b>	<b>MSSP CODE</b>	<b>APS CODE</b>	<b>COST</b>
				0259
<b>Visiting Nurse Association</b>	Health Care/ RN	NA	Q, H	\$150/ \$96
	Health Care/ Physical Therapy	NA	Q, H	\$170/ \$108
	Health Care/ Occupation Therapy	NA	Q, H	\$170/ \$108
	Health Care/ Speech Therapy	NA	Q, H	\$170/ \$108
	Home Health Aide	NA	H	\$75/ \$50

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

RESOLUTION NO.

0260

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

RESOLUTION TO APPROVE PURCHASE OF SERVICE AGREEMENTS WITH LOCAL  
VENDORS TO PROVIDE SERVICES TO ADULT PROTECTIVE SERVICES AND  
MULTIPURPOSE SENIOR SERVICES PROGRAM CLIENTS

WHEREAS, Section 9400 et. Seq. of the Welfare and Institutions Code establishes the  
Multipurpose Senior Services Program (MSSP); and,

WHEREAS, Sections 15600 through 15766 of the Welfare and Institutions Code establishes  
the Adult Protective Services (APS) Program; and,

WHEREAS, the California Department of Health Services has allotted Title XIX funds and  
State General Funds to the Santa Cruz County MSSP to purchase services for eligible clients  
from local vendors; and,

WHEREAS, the California Department of Social Services has allotted Title XIX funds and  
State General Funds to the Santa Cruz County APS Program to purchase services for eligible  
clients from local vendors; and,

NOW, THEREFORE BE IT RESOLVED AND ORDERED that the Board of Supervisors  
of Santa Cruz County does authorize the Human Resources Agency Administrator to execute the  
APS agreements and State-approved MSSP agreements with selected local vendors on behalf of  
the Board.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State  
of California, this 12<sup>th</sup> day of June, 2001 by the following vote:


AYES: SUPERVISORS  
NOES: SUPERVISORS  
ABSENT: SUPERVISORS  
ABSTAIN: SUPERVISORS

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Tony Campos, Chairperson  
Board of Supervisors

ATTEST: \_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counsel

DISTRIBUTION: County Counsel  
Auditor-Controller  
County Administrative Officer  
Human Resources Agency, APS/MSSP



INDEPENDENT CONTRACTOR AGREEMENT  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and \_\_\_\_\_, hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (AI'S).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (AI'S) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/or County.

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Initial: \_\_\_\_\_ / \_\_\_\_\_  
Contractor County

**B. CONTRACTOR RESPONSIBILITIES**

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and AI'S programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or AI'S clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and AI'S clients.

**C. PURCHASE OF SERVICES**

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and APS clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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. Workers' 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, 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 General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the 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 (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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

V. 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 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.

#### VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

VII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations'and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.



**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII. RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such

payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

shall be considered as unofficial information, and in no way binding upon the county.

#### XVII. 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.

#### XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061.

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

**XIX. ACKNOWLEDGEMENT**

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

**XX. TERM OF AGREEMENT**

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

**XXI. ATTACHMENTS**

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): \_\_\_\_\_

**CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
Signature Title Date

**COUNTY OF SANTA CRUZ**

\_\_\_\_\_  
CECILIA ESPINOLA, HRA Administrator Date

Approved as to form:

Approved as to insurances:

\_\_\_\_\_  
County Counsel\_\_\_\_\_  
County Risk Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution: County Administrative Office  
Auditor-Controller  
Contractor

## **1.0 Adult Day Support Center**

Adult day support centers are community-based programs that provide non-medical care to meet the needs of functionally impaired adults. Services are provided according to an individual plan of care in a structured comprehensive program that will provide a variety of social, psycho-social, and related support services in a protective setting on less than a 24-hour basis. The State Department of Social Services licenses these centers as community care facilities.

Eligible clients are those who:

- need but do not have a caretaker available during the day;
- are isolated and need stimulation;
- need a protective setting for social interaction; and/or
- need psychological supports to prevent institutionalization.

Care in adult day support centers will be provided when specific therapeutic goals are specified in the client's plan of care. Adult day support center care is not meant to be merely diversional or recreational in nature.

## **1.1 Adult Day Care**

Adult day care will be provided to MSSP clients who are identified in the plan of care to benefit from being in a social setting with less intense supervision and fewer professional services than that offered in an adult day support center. Adult Day Care services will be provided when the client's plan of care indicates that the service is necessary to reach a therapeutic goal. Adult day care centers are community-based programs that provide non-medical care to persons 18 years of age or older in need of personal care services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities.

**HOUSING ASSISTANCE (2.2, 2.3, 2.4, 2.5 and 2.6)**

These services are necessary to ensure the health, welfare and safety of the client in their physical residence or home setting. As specified in the client's plan of care, services may include provision of physical adaptations and assistive devices, emergency assistance in situations which demand relocation, and assistance to restore utility service. Housing Assistance services include:

**2.2 Minor Home Repairs and Maintenance**

Minor Home Repairs do not involve major structural changes or repairs to the dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails), safety (e.g., electrical wiring), or security (locks). Eligible clients are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to clients who are owners/occupiers of their own, home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the house to adapt to special client needs. Written permission from the landlord is required before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.

**2.3 Non-medical Home Equipment**

Non-medical Home Equipment includes those assistive devices, appliances and supplies which are necessary to assure the client's health, safety and independence. This service includes the purchase of repair of non-medical home equipment and appliances such as refrigerators, stoves, washing machines, furniture, mattresses and bedding. Eligible clients are those who require such items to preserve their health, improve functional ability and assure maximum independence thereby preventing their elevation to a higher level of care.

The MSSP utilizes all available formal and informal services prior to authorizing purchases under the waiver. However in the absence of other resources and given the level of frailty of our clients, the purchase of non-medical home equipment, assistive devices, appliances and supplies is justified to preserve the client's ability to live in the community and avoid more costly institutionalization.

**2.4 Emergency Move**

Emergency Move involves facilitating a smooth transition from one living situation to another. Eligible clients are those who, due to loss of residence or the need for a change in residence, require assistance with relocation. Services may be provided by moving companies or other individuals who can guarantee the safe transfer of the client's possessions. Activities may include materials and labor necessary for such moves.

## **MSSP SERVICE DEFINITIONS**

### **3.1 Chore Services**

For purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the client does not live in a Residential Care Facility for the Elderly (RCFE). Client instruction in performing household tasks and meal preparation may also be provided.

### **3.2 Personal Care**

Provides assistance to maintain bodily hygiene, personal safety, and activities of daily living. These tasks are limited to non-medical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Purchase of toiletries and other personal care supplies may be covered where there are no other resources and the purchase would create a financial hardship; client instruction in self care may also be provided; client instruction in self care may also be provided; may also include assistance with preparation of meals, but does not include the cost of the meals themselves. When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the client-centered care. Thus, if food is spilled, it may be cleaned up, and when bed linen is soiled it may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker. When this service includes nursing tasks to be performed by a health care worker who is not licensed to perform nursing tasks, permissible duties will be limited to those allowed by the worker's employer, according to the Board of Registered Nursing policy on unlicensed assistive personnel, and as permitted by the individual's certification (if applicable).



### 3.3 Health Care

Health Care addresses care of health problems by appropriately licensed or certified persons when such care is not otherwise available. These services will be provided by authorized individuals when such care is prescribed or approved by a physician. Persons providing such health care may include: registered nurses, licensed vocational nurses, nutritionists, and occupational, physical, and speech therapists.

MSSP health care is limited to: skilled nursing services, nutrition evaluation and counseling, physical therapy, occupation-al and speech therapy. In addition to the provision of care, these professionals and paraprofessionals may train, demonstrate, and supervise clients in techniques which will enable them (or their caregivers) to carry out their own care whenever possible.

It should be kept in mind that the MSSP utilizes all home health agency services available under the State Medicaid Plan prior to purchasing Waived Services. However, utilization controls for the State Medicaid Program place limits on the amount and scope of benefits which can be provided by home health agencies. MSSP's clients are extremely frail, and, on occasion, in need of more health-related services than can be provided under Medi-Cal. Such services are especially critical for persons recently discharged from acute injury. This MSSP service supplements benefits provided by the existing Medi-Cal Program.

### 3.7 Protective Supervision

Protective Supervision insures provision of 24-hour supervision to persons in their own homes who are very frail or otherwise may suffer a medical emergency, to prevent immediate placement in an acute care hospital, skilled nursing facility, or other 24-hour care facility. Such supervision does not require medical skills and can be performed by an individual trained to identify the onset of a medical crisis and able to summon aid in the event of an emergency. May also provide a visit to the client's home to assess a medical situation during an emergency; includes assisting a fallen client, assessing extent of injuries, and arranging transportation for the client to a medical facility for treatment when there is no other means for summoning aid.

Waived Service funds may not be used to purchase this service until existing county Title XX Social Services and Title XIX Medi-Cal resources have been fully utilized and an unmet need remains.

**3.9 Professional Care Assistance (PCA)**

Provided to those clients who are also receiving services under the Personal Care Services Program (PCSP). PCA is a comprehensive skilled service delivered by a certified nursing assistant (CNA) or a home health aide (HHA). The CNA/HHA works under either the supervision of a registered nurse (RN) employed by a home health agency, or under the direction of an RN. from the MSSP. The specific tasks provided are the same as listed under Personal Care (3.2). However, the special needs and circumstances of Waiver clients require a provider who can make skilled observations and exercise judgment regarding the execution of specific tasks and the overall provision of care. The training and expertise of a CNA/HHA is greater and more specialized than that of a provider working under the State plan. This higher level of skill is required to meet the needs of the frail elderly clients served under the Waiver. When this service includes nursing tasks to be performed by a health care worker who is not licensed to perform nursing tasks, permissible duties will be limited to those allowed by the worker's employer, according to the Board of Registered Nursing policy on unlicensed assistive personnel, and as permitted by the individual's certification (if applicable).

## **CASE MANAGEMENT**

Case Management assists clients in gaining access to needed Waiver and other State Plan services, as well as needed medical, social, and other services, regardless of the funding source. Case managers are responsible for ongoing monitoring of the provision of services included in the client's plan of care. Additionally, case managers initiate and oversee the process of assessment and reassessment of client level of care and the monthly review of plans of care.

### **Site Provided Case Management**

The MSSP case management system vests responsibility for assessing, care planning, authorizing, locating, coordination and monitoring a package of long-term care services for community-based clients with a local MSSP site contractor and specifically with the site case management team. The case management teams at each of the local sites are trained professionals working under the job titles of health practitioner (i.e., public health nurse, PHN) and senior services counselor (i.e., social worker); these professionals may be assisted by case aides. The teams are responsible for case management services including the assessment, care plan development, service authorization/delivery, monitoring, and follow up components of the program. Although the primary case manager will be either a senior services counselor or health practitioner, both professionals will be fully utilized in carrying out the various case management functions. Case records must document all client contact activity each month.

### **4.3 Purchased Specialist Case Management**

For the vast majority of MSSP clients, case management services are provided solely by site case management staff. However, under special circumstances, additional case-specific resources may be purchased from social, legal and health specialists in the community in order to augment the resources and skills of site-staffed case management. Activities may include the purchase of more skilled diagnostic and consultant services by social, legal/paralegal and health professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public health benefits or assistance are also covered.

**Respite (5.1, 5.2)**

The State's Medicaid Plan does not provide for respite care. By definition, the purpose of respite care is to relieve the client's caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of clients while the family or other individuals who normally provide full-time care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.

**As** dictated by the client's circumstances, services will be provided In-Home (5.1) or Out-of-Home (5.2) through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Federal Financial Participation will not be claimed for the cost of room and board except when provided as part of respite care in a facility approved by the State that is not a private residence. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements in the client's plan of care.

**TRANSPORTATION (6.3 and 6.4)****6.4 - one way trip such as taxi or van trips****6.3 - hourly service such as escort services**

This service provides clients with access to waiver and other community services, activities and resources, specified by their plan of care; it includes escort, if necessary to assure the safe transport of the client. This service is in contrast to the transportation service authorized by the State Medicaid Plan which is limited to emergency medical services or clients who have documentation from their physician that they are medically unable to use public or ordinary transportation. Whenever possible, family, neighbors, friends or community agencies which can provide this service without charge will be utilized.

Transportation services are usually provided under public paratransit or public social service programs (e.g., Title III of the Older Americans Act) and shall be obtained through these sources without the use of MSSP resources, except in situations where such services are unavailable or inadequate. Service providers may be paratransit subsystems of public mass transit; specialized transport for the elderly and handicapped; private taxicabs when no form of public mass transit or paratransit is available or accessible; or private taxicabs when they are subsidized by public programs or local government to serve the elderly and handicapped (e.g., in California, some counties provide reduced fare vouchers for trips made via private taxicabs for the elderly and handicapped). Escort services will be provided by trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.

**PROTECTIVE SERVICES (8.3, 8.4, 8.5)**

These services include protection for clients who are isolated and homebound due to health conditions; who suffer from depression and other psychological problems; individuals who have been harmed, or threatened with harm (physical or mental) by other persons or by their own actions; or those whose cognitive functioning is impaired to the extent they require assistance and support in making and carrying out decisions regarding personal finances.

**8.3 Social Reassurance**

Social Reassurance includes periodic telephone contact, visiting or other social and reassurance services to verify that the individual is not in medical, psychological, or social crisis, or to offset isolation; expenses for activities and supplies required for client participation in rehabilitation programs, therapeutic classes and exercise classes are also provided. Such services shall be provided based on need, as designated in the client's plan of care. The MSSP has found that isolation and lack of social interaction can seriously impact some clients' capacity to remain independent. Lack of motivation or incentive or the lack of any meaningful relationships can contribute to diminishing functional capacity and premature institutionalization.

These services are often provided by volunteers or through Title III of the Older Americans Act; however, these services may not be available in a particular community and do, infrequently, require purchase. The waiver will be used to purchase friendly visiting only if the service is unavailable in the community or is inadequate as provided under other public or private programs.

**8.4 Therapeutic Counseling**

Therapeutic Counseling includes individual or group counseling to assist with social, psychological, or medical problems which have been identified in the assessment process and included in the client's care plan. Services shall not exceed 12 visits per quarter.

The MSSP has found that therapeutic counseling is essential for preventing some clients from being placed in a nursing facility (NF). This service may be utilized in situations where clients or their caretakers may face crises, severe anxiety, emotional exhaustion, personal loss/grief, confusion, and related problems. Counseling by licensed or certified counselors in conjunction with other services (e.g., respite, IHSS, meals) may reverse some states of confusion and greatly enhance the ability of a family to care for the client in the community, or allow the client to cope with increasing impairment or loss.

**8.5 Money Management**

This service assists the client with activities related to managing money and the effective handling of personal finances. Services may be either periodic or as full-time substitute payee. Services may be provided by organizations or individuals specializing in financial management of performing substitute payee functions.

MSSP has found that assistance with managing day-to-day household finances is often required by frail elderly. These clients may be isolated by geography or by not having a trustworthy other person to rely upon. Failure to meet personal financial obligations frequently results in eviction, disconnection of utilities, or jeopardizes eligibility for maintenance programs such as Supplemental Security Income (SSI) and Medicaid. Money management services insure a stable living environment and avoid institutionalization.

**SPECIAL COMMUNICATIONS (9.1, 9.2)**

Clients who will receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; providers specializing in language translation; individual translators, telephone companies or other providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the client's plan of care.

**9.1 Communication/Translation**

The provision of translation and interpretive services for purposes of instruction, linkage with social or medical services, and conduct of business is essential to maintaining independence and carrying out the Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) functions. For non-English speaking clients, this service is the link to the entire in-home and community-based service delivery system. MSSP resources shall be used to support this service only where family and community resources are unable to meet the need, and as designated in the care plan.

**9.2 Communications/Devices**

The service includes the rental/purchase of mechanical/electronic devices, or installation of a telephone, to assist in communication (excluding hearing aids, eye appliances, and monthly telephone charges) for clients who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of emergency response systems is limited to those clients who live alone, or who are alone for significant parts of the day, and have no regular caretaker for extended periods of time, and who would otherwise require extensive routine supervision. Items such as identification bracelets or cards used to communicate vital client information in case of emergency may also be purchased.

Telephone installation will only be authorized to enable the use of telephone-based electronic response systems where the client has no telephone, or for the isolated client who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the client has a medical/health condition that makes him/her vulnerable to medical emergency (e.g., congestive heart failure or emphysema).



## APS SERVICE DEFINITIONS

### **Transportation/Escort**

**APS Code B**

Assistance for clients who require personal care or support while being transported. This service will be provided by trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.

### **In-Home Protection**

**APS Code H**

In-Home Protection insures provision of 24-hour supervision to persons in their own homes who are very frail, isolated or homebound due to health conditions; individuals who have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; those whose cognitive functioning is impaired to the extent they require assistance and **support:** or those who otherwise may suffer a medical emergency. The goal of In-Home Protection is to prevent immediate placement in an acute care hospital, skilled nursing facility, or another 24-hour care facility.

### **In-Home Respite**

**APS Code H**

Respite service includes the supervision and care of clients while family or other persons who normally provide full-time care, take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed to cover emergencies and other absences of the usual caregiver. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements on the client's plan of care.

### **Chore Service**

**APS Code H**

Chore Services are those applying to household tasks rather than to the care of the client. Chore Services include: household cleaning, laundry, shopping, meal preparation, and household maintenance essential to the welfare of the client. Client instruction in performing household tasks and meal preparation may also be provided.

### **Personal Care Services**

**APS Code H**

Personal Care Services are provided by trained individuals such as Certified Nursing assistant (CNA) or Home Health Aide (HHA) working under the supervision of a R.N. employed by a home care agency. ~

Personal Care services include assistance to maintain personal hygiene and safety and activities of daily living. These activities include: grooming, dressing, bathing, oral hygiene, feeding, care and assistance with prosthetic devices, assistance with transferring and repositioning, ambulation assistance, and client instruction in self-care.

**Out-of-Home Respite****APS Code L**

Respite service includes the supervision and care of clients while family or other persons who normally provide full-time care, take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed to cover emergencies and other absences of the usual caregiver. Out of home respite may be provided by residential care facilities or skilled nursing facilities licensed by the state of California.

**Emergency Transitional Shelter****APS Code N**

Emergency Transitional Shelter provides short-term board and care to adults who are temporarily without shelter and in need of assistance with activities of daily living or personal care, due to disability, medical problems or cognitive problems. State-licensed residential care facilities or skilled nursing facilities typically provide this service.

**Minor Home Repair and Maintenance****APS Code O**

Minor home repairs do not involve major structural changes or repairs to the dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails) safety (e.g., electrical wiring), or security (e.g., locks). Yard work and hauling to remove hazard or maintain a safe environment are also included in this category. Eligible clients are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to clients who are owners/occupiers of their own home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the house to adapt to special client needs. Written permission from the landlord is required before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.

**Health Care****APS Code Q**

Health Care services purchased by Adult Services addresses care of health problems by appropriately licensed or certified persons when such care is not available from other sources. Persons providing such care may include: public health nurses, registered nurses, licensed vocational nurses, and occupational, physical and speech therapies.

Adult Services Health Care is limited to: skilled nursing assessments and services, collateral contacts with other health care and service providers, counseling, nutrition and medication evaluation. In addition to the provision of care, these professionals may train, demonstrate and supervise clients in techniques which may enable them or their caregivers to carry out their own care safely whenever possible.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0287

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

FROM: Human Resources Agency (Dept.)  
Francesca Heath (Signature) 5/29/01 (Date)

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

- Said agreement is between County of Santa Cruz, Human Resources Agency (Agency)  
and Burgess & Son Garden Service, 1211 King St., Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide waived services for KSSP and support services for APS  
(yard & garden services)
- The agreement is needed to provide eligible clients with services not available elsewhere
- Period of the agreement is from 7/1/01 - - to 6/30/04
- Anticipated cost is \$ 1,000 for FY 01-02 (Fixed amount; Monthly rate; Not to exceed)  
Not
- Remarks: W-9 on file. Contact: V. Heath x4726
- Appropriations are budgeted in 392100 \$500 (Index#) 3975 (Subobject)  
\$500

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

Appropriations are available and have been Contract numbered. 12442 Date 6-1-01  
are not will be

GARY A. KNUTSON, Auditor-Controller  
By PSillbough Deputy.

FY 01-02 Budget  
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 Human Resources Agency  
(Agency).

Remarks: GS (Analyst) By G. Schatz Date 6/6/04/11  
County Administrative Officer

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

Distribution:

Bd. of Supv. • White  
Auditor-Controller • Blue  
County Counsel • Blue  
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  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and BURGESS & SON GARDEN SERVICE, hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (AI'S).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (AI'S) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/or County.

## B. CONTRACTOR RESPONSIBILITIES

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and APS programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and APS clients.

## C. PURCHASE OF SERVICES

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and AI'S clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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.B. / Cella

A. Types of Insurance and Minimum Limits

1. Workers' 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, 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 General Liability Insurance coverage in the minimum amount of \$500,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the County acknowledge to this fact by initialing here AB / Celk.

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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

V. 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 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.

#### VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

VII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and AI'S regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII. RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such

payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

shall be considered as unofficial information, and in no way binding upon the County.

#### XVII. 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.

#### XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

## XIX. ACKNOWLEDGEMENT

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

## XX. TERM OF AGREEMENT

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

## XXI. ATTACHMENTS

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): none

CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE

Arthur P. Burgess Owner 5-20-2001  
Signature Title Date

COUNTY OF SANTA CRUZ

**CECILIA ESPINOLA, HRA Administrator**

**Date**

Approved as to form:

Approved as to insurances:

Jane M. Scott  
County Counsel

Janet McKinley  
County Risk Manager

Date: 5/9/01

Date: 5-9-2001

Distribution: County Administrative Office  
Auditor-Controller  
Contractor

Initial A.B. Cell  
Contractor County



**EXHIBIT A**  
**SCOPE OF SERVICE**

**Name of Provider:** Burgess & Son Garden Service  
**Address:** 1211 King Street  
Santa Cruz, CA 95060

**CONTRACT #**

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Yard Service	3.1	H/O	Hour	\$18.00		Waived Title XIX – MSSP APS/CSBG
Hauling	3.1	H/O	Hour	\$18.00		Waived Title XIX – MSSP APS/CSBG

**NOTES:**

## EXHIBIT B

### SERVICE DEFINITIONS

#### **Chore Services**

**MSSP Code 3.1**  
**APS Code H**

For purposes of household support and applies to the performance of household tasks rather than to the care of the client. Chore activities are limited to: household cleaning, laundry (including the services of a commercial laundry or dry cleaner), shopping, food preparation, and household maintenance, as long as the client does not live in a Residential Care Facility for the Elderly (RCFE). Client instruction in performing household tasks and meal preparation may also be provided.

#### **Minor Home Repair and Maintenance**

**APS Code 0**

Minor Home Repairs do not involve major structural changes or repairs to the dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails), safety (e.g., electrical wiring), or security (locks). Yard work and hauling to remove hazard or maintain a safe environment are also included in this category. Eligible clients are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to clients who are owners/occupiers of their own, home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the house to adapt to special client needs. Written permission from the landlord is required before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.

10/15/10

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0303

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

FROM: Human Resources Agency (Dept.)

*Frances G. [Signature]* (Signature) *6/1/01* (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 County of Santa Cruz, Human Resources Agency (Agency)  
and Burkhardt Construction, 120 Seaview Ave., Santa Cruz, CA 95062 (Name & Address)

2. The agreement will provide waived services for KSSP and support services for APS  
(home repair and modification)

3. The agreement is needed to provide eligible clients with services not available elsewhere

4. Period of the agreement is from 7/1/01 to 6/30/04

5. Anticipated cost is \$ 3,000 for FY 01-02 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: W-9 on file; Contact: V. Heath, x4726

on Cont Contract List Section II - Approve 6-12-01

7. Appropriations are budgeted in 392100 \$1,000 3975  
\$2,000 (Index#) 5382 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 0011002 Date 6-1-01  
are not will be

FOR PRE- GARY A. KNUTSON, Auditor - Controller  
FY 01-02 / Approve At 6-12-01 BOS By P. [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 Human Resources Agency

(Agency).

Remarks: SS (Analyst) By EH [Signature] Date 6/04/01  
County Administrative Officer

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

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.

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

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MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

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WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

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## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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. Workers' 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, 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 General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the 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 (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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

#### V. 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 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.

#### VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

VII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII. RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such

payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

## Independent Contractor Agreement

Agreement # \_\_\_\_\_

shall be considered as unofficial information, and in no way binding upon the county.

XVII. 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.

XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

**XIX. ACKNOWLEDGEMENT**

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

**XX. TERM OF AGREEMENT**

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

**XXI. ATTACHMENTS**

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): None

**CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE**

Sam Burkhardt 5-23-01  
Signature Title Date

COUNTY OF SANTA CRUZ

CECILIA ESPINOLA, HRA Administrator

Date

Approved as to form:

Approved as to insurances:

Jane M. Scott  
County Counsel

Janet McKinley  
County Risk Manager

Date: 5-9-01

Date: 5-4-2001

Distribution: County Administrative Office  
Auditor-Controller  
Contractor



**EXHIBIT A**  
**SCOPE OF SERVICE**

Name of Provider: Burkhardt Construction  
Address: 120 Seaview Avenue  
Santa Cruz, CA 95062

CONTRACT #

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Minor Home Repair and Maintenance	2.2	0	OTO	Based on \$50/hr	N/A	Waived Title XIX – MSSP APS/CSBG
Minor Home Repair and Maintenance (grab bar and hand-held shower installation only)	2.2	0	OTO	Based on \$40/hr	N/A	Waived Title XIX – MSSP APS/CSBG

**NOTES:**

One Hour Minimum.

## **EXHIBIT B**

### **SERVICE DEFINITIONS**

#### **Minor Home Repair and Maintenance**

**MSSP Code 2.2**

**APS Code 0**

Minor Home Repairs do not involve major structural changes or repairs to the dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails), safety (e.g., electrical wiring), or security (locks). Eligible clients are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to clients who are owners/occupiers of their own, home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the house to adapt to special client needs. Written permission from the landlord is required before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0319

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

FROM: Human Resources Agency (Dept.)

Frances Hine (Signature) 5/29/01

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 Cindy's Celebrations, 320 Carrera Circle, Aptos, CA 95003 (Name & Address)

2. The agreement will provide waived services for KSSP and support services for APS  
(adult day care)

3. The agreement is needed to provide eligible clients with services not available elsewhere

4. Period of the agreement is from 7/1/01 to 6/30/04

5. Anticipated cost is \$ \$2,500 for FY 01-02 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: W-9 on file; Contact: V. Heath, x4726

on Cont. Contracts List Section II

7. Appropriations are budgeted in 392100 \$500 (Index#) 3975  
\$2,000 (Index#) \$382 b o b j e c t

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

Appropriations are available and have been encumbered. Contract No. CO 10686 Date 6-1-01  
With Budget Approval Per 01-02

GARY A. KNUTSON, Auditor-Controller

Do to be Approved 6-12-01 BOS By P. A. Knutson 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 Human Resources Agency

(Agency). County Administrative Officer

Remarks: SS (Analyst)

By Date 6/8/01

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

Distribution:

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

\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and CINDY'S CELEBRATIONS, hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (APS).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (APS) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/or County.

0321

## B. CONTRACTOR RESPONSIBILITIES

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and APS programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and APS clients.

## C. PURCHASE OF SERVICES

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated 'to offer a specific service to MSSP and APS clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

1. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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. Workers' 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, 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 General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the County acknowledge to this fact by initialing here & CS / CLL.

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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

V. 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 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.

#### VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

VII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII. RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such

payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

shall be considered as unofficial information, and in no way binding upon the County.

#### XVII. 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.

#### XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

XIX. ACKNOWLEDGEMENT

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

XX. TERM OF AGREEMENT

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

XXI. ATTACHMENTS

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): None

## CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE

Cindy Losh                      Adm./Founder                      5-10-01  
Signature                                      Title                                      Date

COUNTY OF SANTA CRUZ

\_\_\_\_\_  
CECILIA ESPINOLA, HRA Administrator\_\_\_\_\_  
Date

Approved as to form:

Approved as to insurances:

Jane M. Scott  
County Counsel

Janet McKinley  
County Risk Manager

Date: 5-9-01Date: 5-4-2001

Distribution:      County Administrative Office  
                         Auditor-Controller  
                         Contractor

Initial: CSH CM  
Contractor      County



## EXHIBIT A SCOPE OF SERVICE

Name of Provider: Cindy's Celebrations, Inc.

CONTRACT #

Address: 320 Carrera Circle  
Aptos, CA 95003

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Adult Day Care	1.1		Day	\$59.00	N/A	Waived Title XIX
Respite/Out-of-Home Protective Care	NA	L	Day	\$59.00	N/A	APS/CSBG

NOTES:

## **EXHIBIT B**

### **SERVICE DEFINITIONS**

#### **Adult Day Care**

**MSSP Code 1.1**

**APS Code L**

Adult day care will be provided to clients who are identified in the plan of care to benefit from being in a social setting with less intense supervision and fewer professional services than that offered in an adult day support center. Adult Day Care services will be provided when the client's plan of care indicates that the service is necessary to reach a therapeutic goal. Adult day care centers are community-based programs that provide non-medical care to persons 18 years of age or older in need of personal care services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. The State Department of Social Services (DSS) licenses these centers as community care facilities.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0335

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

FROM: Human Resources Agency (Dept.)

*Thomas Hiale* (Signature) *5/29/01* (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 County of Santa Cruz, Human Resources Agency (Agency)  
(formerly Food & Nutrition  
and Community Bridges, 236 Santa Cruz Ave., Aptos, CA 95003 Services) (Name & Address)
2. The agreement will provide waived services for transportation for MSSP clients
3. The agreement is needed to provide eligible clients with services not available elsewhere
4. Period of the agreement is from 7/1/01 to 6/30/04
5. Anticipated cost is \$ 34,000 for FY 01-02 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: W-9 on file; Contact: V. Heath, x4726
7. Appropriations are budgeted in 392100 (Index#) 5382 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 10841 Date 6-1-01  
Subject to 01/02 will be  
Budget Approval Approve Co. GARY A. KNUTSON, Auditor - Controller  
At 6-12-01 BOS By P. Dillough Deputy.

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

Remarks: SS (Analyst) By Date 6/6/01 County Administrative Officer

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

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - 400000  
Co. Admin. Officer - Conory  
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

**32**

INDEPENDENT CONTRACTOR AGREEMENT  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

0336

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and COMMUNITY BRIDGES (formerly FOOD AND NUTRITION SERVICES), hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (APS).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (APS) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/or County.

0337

## B. CONTRACTOR RESPONSIBILITIES

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and APS programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and APS clients.

## C. PURCHASE OF SERVICES

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and APS clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/ her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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. Workers' 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, 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 General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the 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 (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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
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V. 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 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.

#### VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

VII. SUBCONTRACTS

0343

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII. RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such

payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

shall be considered as unofficial information, and in no way binding upon the County.

#### XVII. 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.

#### XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

**XIX. ACKNOWLEDGEMENT**

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

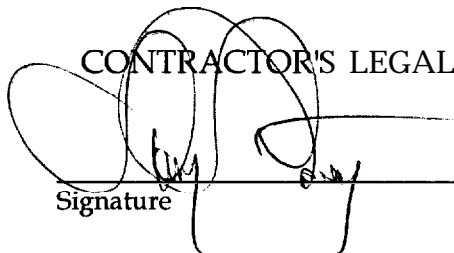
**XX. TERM OF AGREEMENT**

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

**XXI. ATTACHMENTS**

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): NONE

CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE



Signature

Title

5/15/01  
Date

COUNTY OF SANTA CRUZ

\_\_\_\_\_  
**CECILIA ESPINOLA, HRA Administrator**

\_\_\_\_\_  
**Date**

Approved as to form:

Approved as to insurances:

Jane M. Scott  
**County Counsel**

Janet McKinley  
**County Risk Manager**

Date: 5-9-01

Date: 5-4-2001

Distribution: County Administrative Office  
Auditor-Controller  
Contractor



## EXHIBIT A SCOPE OF SERVICE

Name of Provider: Community Bridges (formerly Food and Nutrition Services, Inc.)

CONTRACT #

Address: 236 Santa Cruz Avenue  
Aptos, CA 95003

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Transportation	6.4	N/A	OWT	\$6.50	N/A	Waived Title XIX

NOTES:

## **EXHIBIT B**

### **SERVICE DEFINITIONS**

#### **Transportation**

#### **MSSP Code 6.4**

This service provides clients with access to waiver and other community services, activities and resources, specified by their plan of care. Transportation services are usually provided under public paratransit or public social service programs (e.g., Title III of the Older Americans Act) and shall be obtained through these sources without the use of MSSP resources, except in situations where such services are unavailable or inadequate. Service providers may be paratransit subsystems or public mass transit; specialized transport for the elderly and handicapped; private taxicabs where no form of public mass transit or paratransit is available or accessible; or private taxicabs when they are subsidized by public programs or local government to service the elderly and handicapped.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0351

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

FROM: Human Resources Agency (Dept.)  
Graces Office (Signature) 5/29/01 (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, Human Resources Agency (Agency)  
and Companion for Life, 1570 Soquel Drive, Santa Cruz, CA 95065 (Name & Address)
- The agreement will provide waived. services for emergency response systems for MSSP clients
- The agreement is needed to provide eligible clients with services not available elsewhere
- Period of the agreement is from 7/1/01 to 6/30/04
- Anticipated cost is \$ 23,000 for FY 01/02 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: W-9 on file; Contact: V. Heath, x4726  
on Cont. Contract Line Section II
- Appropriations are budgeted in 392100 (Index#) 5382 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 10 11703 Date 6-1-01  
are not available and will be encumbered.

FY 01-02  
Approve Co - At 6-12-01 BOS B GARY A. KNUTSON, Auditor-Controller  
P Silbaugh 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  
Human Resources Agency (Agency).

Remarks: SS (Analyst) BY Ed Schy County Administrative Officer Date 6/24/01

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

Distribution:

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

INDEPENDENT CONTRACTOR AGREEMENT  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

0352

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and COMPANION FOR LIFE, hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (APS).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (AI'S) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/or County.

**B. CONTRACTOR RESPONSIBILITIES**

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and APS programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and APS clients.

**C. PURCHASE OF SERVICES**

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and APS clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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. Workers' 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, 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 General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the County acknowledge to this fact by initialing here LAO / Refer.

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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

V. 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 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.

#### VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

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The Contractor shall not assign this Agreement without the prior written consent of the County.

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Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and AI'S regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

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As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such

payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

shall be considered as unofficial information, and in no way binding upon the County.

#### XVII. 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.

#### XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

Independent Contractor Agreement

Agreement # \_\_\_\_\_

**XIX. ACKNOWLEDGEMENT**

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

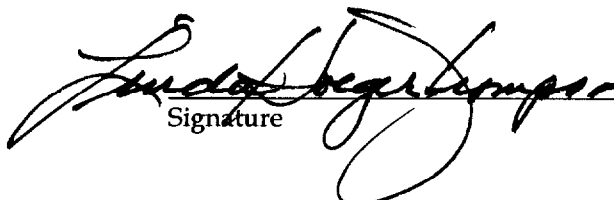
**XX. TERM OF AGREEMENT**

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

**XXI. ATTACHMENTS**

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): None

**CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE**

 EXECUTIVE DIR. 5/16/01  
 Signature Title Date

COUNTY OF SANTA CRUZ

**CECILIA ESPINOLA, HRA Administrator****Date**

Approved as to form:

Approved as to insurances:

Jane M. Scott  
 County Counsel

Janet McKinley  
 County Risk Manager

Date: 5-9-01Date: 5-4-2001

Distribution: County Administrative Office  
 Auditor-Controller  
 Contractor

Initial:   
 Contractor county



Name of Provider: Companion For Life  
Address: 1570 Soquel Drive, Ste. 2  
Santa Cruz, CA 95065

CONTRACT #

EXHIBIT A  
SCOPE OF SERVICE

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Communication Devices						
Installation Fee	9.2		OTO	\$40.00	NO	Waived Title XIX
Monitoring, Response, Maintenance	9.2		Month	\$28.00	NO	Waived Title XIX
Pendant Replacement	9.2		OTO	\$55.00	NO	Waived Title XIX
Replacement Fee for Lost Unit	9.2		OTO	\$500.00	NO	Waived Title XIX

NOTES:

## EXHIBIT B SERVICE DEFINITIONS

### SPECIAL COMMUNICATIONS

**MSSP Code 9.1 and 9.2**

Clients who will receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons-  
~~vision, hearing, or speech impairments and persons~~ with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; providers specializing in language translation; individual translators, telephone companies or other providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the client's plan of care.

### Communication Devices

**MSSP Code 9.2**

The service includes the rental/purchase of mechanical/electronic devices, or installation of a telephone, to assist in communication (excluding hearing aids, eye appliances, and monthly telephone charges) for clients who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of emergency response systems is limited to those clients who live alone, or who are alone for significant parts of the day, and have no regular caretaker for extended periods of time, and who would otherwise require extensive routine supervision. Items such as identification bracelets or cards used to communicate vital client information in case of emergency may also be purchased.

Telephone installation will only be authorized to enable the use of telephone-based electronic response systems where the client has no telephone, or for the isolated client who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the client has a medical/health condition that makes him/her vulnerable to medical emergency (e.g., congestive heart failure or emphysema).

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0367

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

FROM: Human Resources Agency (Dept.)

Francesca (Signature) 5/19/01 (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 County of Santa Cruz, Human Resources Agency (Agency)  
and Driftwood Health Care, 675 24th Avenue, Santa Cruz, CA 95062 (Name & Address)

2. The agreement will provide health care and therapy services

3. The agreement is needed to provide services to APS clients

4. Period of the agreement is from 7/1/01 to 6/30/04

5. Anticipated cost is \$ 2,500 for FY 01/02 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: W-9 on file; Cont. Health at 7/2/01

7. App operations are budgeted in 392100 (Index#) 3975 (Subobject)

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

Appropriations are available and Contract encumbered. 1 2 44 7 Date 6-1-01  
FOR FY 01-02 will be

GARY A. KNUTSON, Auditor-Controller

By PA Sullivan Deputy.

Approve Co. 6-12-01 AT Bus

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

Human Resources Agency (Agency).

Remarks: 9 (Analyst) By GA San County Administrative Officer Date 6/04/01

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.

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 \_\_\_\_\_ County Administrative Officer Deputy Clerk

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INDEPENDENT CONTRACTOR AGREEMENT  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN **RESOURCES** AGENCY (hereinafter called "County"), and DRIFTWOOD HEALTH CARE, hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (A/S).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (APS) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/ or County.

**B. CONTRACTOR RESPONSIBILITIES**

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and APS programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and APS clients.

**C. PURCHASE OF SERVICES**

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and APS clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/ her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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. Workers' 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, 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  
x EB Ce/ee.
3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the 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 (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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

#### V. 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 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.

#### VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

VII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII. RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such

payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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

Independent Contractor Agreement

Agreement # \_\_\_\_\_

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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

shall be considered as unofficial information, and in no way binding upon the County.

#### XVII. 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.

#### XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.





# EXHIBIT A

## SCOPE OF SERVICE

Name of Provider: Driftwood Health Care  
Address: 675 24<sup>th</sup> Avenue  
Santa Cruz, CA 95062

CONTRACT #

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Out-of-Home Respite/Protective Care		L	Day	\$145	N/A	APS/CSBG
Emergency Transitional Shelter		N	Day	\$145	N/A	APS/CSBG

NOTES:

## **EXHIBIT B**

### **SERVICE DEFINITIONS**

#### **Out-of-Home Respite**

#### **APS Code L**

Respite service includes the supervision and care of clients while the family or other individuals who normally provide full-time care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker. Out-of-home respite may be provided by residential care facilities or skilled nursing facilities licensed by the State of California.

#### **Out-of-Home Protective Care**

#### **APS Code L**

Out-of-home Protective Care insures provision of 24-hour supervision and care in a licensed setting to persons with frail health conditions who are isolated, or without a regular or reliable caregiver; individuals who have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; those whose cognitive functioning is impaired to the extent they require assistance and support; or those who otherwise may suffer a medical emergency. Protective care may also be needed to cover other emergency situations and other extended absences of the caregiver.

#### **Emergency Transitional Shelter**

#### **APS Code N**

Emergency Transitional Shelter provides short-term board and care to adults who are temporarily without shelter and in need of assistance with activities of daily living or personal care, due to disability, medical problems or cognitive problems. State-licensed residential care facilities or skilled nursing facilities typically provide this service.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0383

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

FROM: Human Resources Agency (Dept.)

Frances Hise (Signature) (C. 5/29/01)

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 Mischa Evoldi, LCSW 820 Bay Ave. #132, Capitola, CA 95010 (Name & Address)

2. The agreement will provide waived services for MSSP and support services for APS  
(counseling and case management)

3. The agreement is needed to provide eligible clients with services not available elsewhere

4. Period of the agreement is from 7/1/01 to 6/30/04

5. Anticipated cost is \$ 3,000 for FY 01/02 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: W-9 on file; Contact: V. Heath, x4726

on Paid Contract List Section

7. Appropriations are budgeted in 392100 \$1,000 3975  
\$2,000 (Index#) 5382 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 12178 Date 6-1-01  
are not will be  
FOR FY 01-02

GARY A. KNUTSON, Auditor - Controller

Approve CO At 6-12-01 BOS By P. Silbaugh Deputy.

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

Human Resources Agency (Agency).

County Administrative Officer

Remarks: E. (Analyst) By Ed Silva Date 6/1/01

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.

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

32

INDEPENDENT CONTRACTOR AGREEMENT  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and MISCHA EOVALDI, LCSW, hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (AI'S).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (AI'S) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems, or conflicts between Contractor, MSSP or APS clients, and/or County.

**B. CONTRACTOR RESPONSIBILITIES**

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and AI'S programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and AI'S clients.

**C. PURCHASE OF SERVICES**

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and AI'S clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or AI'S clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/ her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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. Workers' 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 WE.
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 \$500,000.00 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 ME / C/ep.
3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the 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 (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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

V. 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 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.

VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

VII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII. RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such

payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

shall be considered as unofficial information, and in no way binding upon the County.

#### XVII. 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.

#### XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

**XIX. ACKNOWLEDGEMENT**

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

**XX. TERM OF AGREEMENT**

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

**XXI. ATTACHMENTS**

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): None

**CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE**

Michelle Envala                      LCSW                      5-23-01  
Signature                                      Title                                      Date

COUNTY OF SANTA CRUZ

CECILIA ESPINOLA, HRA Administrator

Date

Approved as to form:

Approved as to insurances:

Jane M. Scott  
County Counsel

Robert McKinley  
County Risk Manager

Date: 5-9-01

Date: 5-4-2001

Distribution:      County Administrative Office  
                         Auditor-Controller  
                         Contractor

Initial: ME / CE  
Contractor County



# EXHIBIT A

## SCOPE OF SERVICE

Name of Provider: Mischa Eovaldi, LCSW  
 Address: 820 Bay Ave. #132  
Capitola, CA 95010

CONTRACT #

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Therapeutic Counseling	8.4	Q	Hour	\$60	N/A	Waived Title XIX – MSSP APS/CSBG
Specialist Case Management	4.3	Q	Hour	\$60	N/A	Waived Title XIX – MSSP APS/CSBG

NOTES:

## **Exhibit B**

### **Service Definitions**

#### **Purchased Specialist Case Management**

**MSSP Code 4.3**

**APS Code Q**

For the vast majority of MSSP clients, case management services are provided solely by site case management staff. However, under special circumstances, additional case-specific resources may be purchased from social, legal and health specialists in the community in order to augment the resources and skills of site-staffed case management. Activities may include the purchase of more skilled diagnostic and consultant services by social, legal/paralegal and health professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public health benefits or assistance are also covered.

#### **Therapeutic Counseling**

**MSSP Code 8.4**

**APS Code Q**

Therapeutic Counseling includes individual or group counseling to assist with social, psychological, or medical problems which have been identified in the assessment process and included in the client's care plan. Services shall not exceed 12 visits per quarter.

The MSSP has found that therapeutic counseling is essential for preventing some clients from being placed in a nursing facility (NF). This service may be utilized in situations where clients or their caretakers may face crises, severe anxiety, emotional exhaustion, personal loss/grief, confusion, and related problems. Counseling by licensed or certified counselors in conjunction with other services (e.g., respite, IHSS, meals) may reverse some states of confusion and greatly enhance the ability of a family to care for the client in the community, or allow the client to cope with increasing impairment or loss.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0399

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

FROM: Human Resources Agency (Dept.)  
Graces H. Lee (Signature) 5/29/01 (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, Human Resources Agency (Agency)  
and Heartland Home Health Care & Hospice, 2511 Garden Rd. Ste. B-200. Monterey, CA 93940 (Name & Address)
- The agreement will provide waived support services for MSSP and support services for APS  
(health & home care services)
- The agreement is needed to provide eligible clients with services not available elsewhere
- Period of the agreement is from 7/1/01 to 6/30/04
- Anticipated cost is \$ 35,000 for FY 01/02 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: W-9 on file; contact: V. Heath, x4726
- Appropriations are budgeted in 392100 \$5,000 3975  
\$30,000 (Index#) 5382 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 12449 Date 6-0  
IN FY 01-02 will be

GARY A. KNUTSON, Auditor - Controller

By P. Dillough Deputy.

Approve CO AT 6-12-01 BOS  
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

Human Resources Agency (Agency).

Remarks:

SS (Analyst)

County Administrative Officer  
By W. S. Chung Date 6/6/01

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.

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  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and HEARTLAND HOME HEALTH CARE & HOSPICE, hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (APS).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (AI'S) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or AI'S clients, and/or County.

**B. CONTRACTOR RESPONSIBILITIES**

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and AI'S programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or AI'S clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and AI'S clients.

**C. PURCHASE OF SERVICES**

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and APS clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or AI'S clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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 \_\_\_\_\_.

**0404****A. Types of Insurance and Minimum Limits**

1. Workers' 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, 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 General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the 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 (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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

V. 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 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.

#### VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

VII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII. RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such

payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

shall be considered as unofficial information, and in no way binding upon the County.

## XVII. 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.

## XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

Independent Contractor Agreement

Agreement # \_\_\_\_\_

**XIX. ACKNOWLEDGEMENT**

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

**XX. TERM OF AGREEMENT**

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

**XXI. ATTACHMENTS**

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): None

**CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE**

Michael P. Ahlman, Director of Operations 5/15/01  
Signature Title Date

COUNTY OF SANTA CRUZ

CECILIA ESPINOLA, HRA AdministratorDate

Approved as to form:

Approved as to insurances:

Jane M. Scott  
County Counsel

Janet McKinley  
County Risk Manager

Date: 5-9-01Date: 5-4-2001

Distribution: County Administrative Office  
Auditor-Controller  
Contractor

Initial: MJS, QK  
Contractor County



# EXHIBIT A SCOPE OF SERVICE

CONTRACT #

Name of Provider: Heartland Home Health Care & Hospice  
 Address: 2511 Garden Road Suite B-200  
Monterey, CA 93940

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Chore Services	3.1	H	Hour	\$17.50*	.35	Waived Title XIX, APS/CSBG
Personal Care Services	3.2	H	Hour	\$18.50*	.35	Waived Title XIX, APS/CSBG
Live-in Home Health Aid	3.2	H	Day	\$220.00	.35	Waived Title XIX, APS/CSBG
Live-in Homemaker/Companion	3.2	H	Day	\$175.00	.35	Waived Title XIX, APS/CSBG
Health Care/ RN	3.3	Q	Hour	\$39.50*	.35	Waived Title XIX, APS/CSBG
Health Care/ LVN	3.3	Q	Hour	\$34.50*	.35	Waived Title XIX, APS/CSBG
Health Care (OT, PT, ST)	3.3	Q	Hour	\$55.00*	.35	Waived Title XIX, APS/CSBG
In-Home Protection/Protective Supervision	3.7	H	Hour	\$17.50*	.35	Waived Title XIX, APS/CSBG
Professional Care Assistance (PCA)	3.9	NA	Hour	\$18.50*	.35	Waived Title XIX, APS/CSBG
In-Home Respite/ Homemaker	5.1	H	Hour	\$17.50*	.35	Waived Title XIX, APS/CSBG
Live-in Home Health Aid	5.1	H	Day	\$220.00	.35	Waived Title XIX, APS/CSBG
Live-in Homemaker/ Companion	5.1	H	Day	\$175.00	.35	Waived Title XIX, APS/CSBG
Transportation/ Escort	6.3	B	Hour	\$17.50*	.35	Waived Title XIX, APS/CSBG

## NOTES:

\*Holiday rates of time and one half apply for: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.  
 Two-hour minimum applies to all hour services.

## **EXHIBIT B**

### **SERVICE DEFINITIONS**

#### **In-Home Protection/Protective Supervision**

**MSSP Code 3.7**  
**APS Code H**

In-Home Protection insures provision of 24-hour supervision to persons in their own homes who are very frail, isolated or homebound due to health conditions; individuals who have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; those whose cognitive functioning is impaired to the extent they require assistance and support; or those who otherwise may suffer a medical emergency. The goal of In-Home Protection is to prevent immediate placement in an acute care hospital, skilled nursing facility, or another 24-hour care facility.

#### **In-Home Respite**

**MSSP Code 5.1**  
**APS Code H**

Respite service includes the supervision and care of clients while family or other persons who normally provide full-time care, take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed to cover emergencies and other absences of the usual caregiver. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements on the client's plan of care.

#### **Chore Service**

**MSSP Code 3.1**  
**APS Code H**

Chore Services are those applying to household tasks rather than to the care of the client. Chore Services include: household cleaning, laundry, shopping, meal preparation, and household maintenance essential to the welfare of the client. Client instruction in performing household tasks and meal preparation may also be provided.

#### **Personal Care Services**

**MSSP Code 3.2**  
**APS Code H**

Personal Care services include assistance to maintain personal hygiene, personal safety, and activities of daily living. These tasks are limited to non-medical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Client instruction in self care may also be provided; may also include assistance with preparation of meals, but does not include the cost of the meals themselves. When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the client-centered care. Thus, if food is spilled, it may be cleaned up, and when bed linen is soiled it may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker.

**Professional Care Assistance (PCA)****MSSP Code 3.9  
(N/A to APS)**

PCA is a comprehensive skilled service delivered by a certified nursing assistant (CNA) or a home health aide (HHA). The CNA/HHA works under either the supervision of a registered nurse (RN) employed by a home health agency, or under the direction of an RN from the MSSP. The specific tasks provided are the same as listed under Personal Care (3.2). However, the special needs and circumstances of Waiver clients require a provider who can make skilled observations and exercise judgment regarding the execution of specific tasks and the overall provision of care. The training and expertise of a CNA/HHA is greater and more specialized than that of a provider working under the State plan. This higher level of skill is required to meet the needs of the frail elderly clients served under the Waiver.

**Health Care****MSSP Code 3.3  
APS Code Q**

Health Care services address the care of health problems by appropriately licensed or certified persons when such care is not available from other sources. Persons providing such care may include: public health nurses, registered nurses, licensed vocational nurses, and occupational, physical and speech therapies.

Health Care is limited to: skilled nursing assessments and services, collateral contacts with other health care and service providers, counseling, nutrition and medication evaluation. In addition to the provision of care, these professionals may train, demonstrate and supervise clients in techniques which may enable them or their caregivers to carry out their own care safely whenever possible.

**Transportation/Escort****MSSP Code 6.3  
APS Code B**

Assistance for clients who require personal care or support while being transported. This service will be provided by trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0416

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

FROM: Human Resources Agency (Dept.)  
Graces Elias (Signature) 6/9/01 (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, Human Resources Agency (Agency)  
and, The Hone Pro, PO Box 2748, Santa Cruz, CA 95063 (Name & Address)
- The agreement will provide waived services for MSSP and support services for APS  
(home repair end modification)
- The agreement is needed to provide eligible clients with services not available elsewhere
- Period of the agreement is from 7/1/01 to 6/30/04
- Anticipated cost is \$ 3,000 for FY 01-02 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: W-9 on file; Contact: V. Heath, x4726
- Appropriations are budgeted in 392100 \$1,000 3975  
\$2,000 (Index#) 5382 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 121450 - 0  
IN 01-02 are not will be

GARY A. KNUTSON, Auditor - Controller

Approve Co At 6-12-01 BOS By P. Silbaugh 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 Human Resources Agency (Agency).

Remarks: G. (Analyst) BY G. Schy Date 6/6/01  
County Administrative Officer

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

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - 40000  
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  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and THE HOME PRO, hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (APS).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (APS) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/or County.

**B. CONTRACTOR RESPONSIBILITIES**

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and APS programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and APS clients.

**C. PURCHASE OF SERVICES**

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and APS clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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. Workers' 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, 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 General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the 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 (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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

V. 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 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.

#### VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

VII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such

payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

shall be considered as unofficial information, and in no way binding upon the County.

#### XVII. 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.

#### XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.



**XIX. ACKNOWLEDGEMENT**

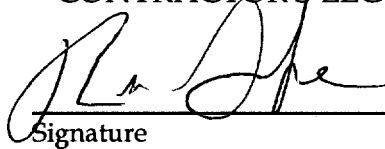
Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

**XX. TERM OF AGREEMENT**

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

**XXI. ATTACHMENTS**

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): None

**CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE**

Signature

Owner

Title

5-14-01

Date

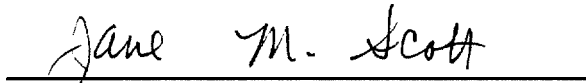
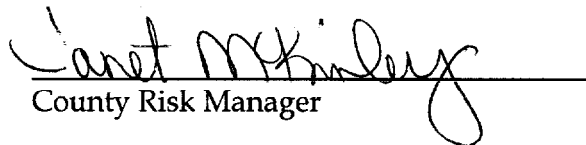
COUNTY OF SANTA CRUZ

CECILIA ESPINOLA, HRA Administrator

Date

Approved as to form:

Approved as to insurances:

  
County Counsel  
County Risk ManagerDate: 5-9-01Date: 5-4-2001

Distribution: County Administrative Office  
Auditor-Controller  
Contractor

## EXHIBIT A SCOPE OF SERVICE

Name of Provider: The Home Pro  
 Address: PO Box 2748  
Santa Cruz, CA 95063

CONTRACT #

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Minor Home Repair & Maintenance	2.2	0	Hour	\$65.00 M-F \$75.00 Sat.		Waived Title XIX, APS/ CSBG
Non-Medical Home Equipment	2.3	0	Hour	\$65.00 M-F \$75.00 Sat.		Waived Title XIX, APS/ CSBG

**NOTES:** Holiday rate of \$90/ hour applies for emergency services on Christmas, New Year's Day, Fourth of July and Thanksgiving

## **EXHIBIT B**

### **SERVICE DEFINITIONS**

#### **Minor Home Repair and Maintenance**

**MSSP Code 2.2**

**APS Code 0**

Minor Home Repairs do not involve major structural changes or repairs to the dwelling. Maintenance is defined as those services necessary for accessibility (e.g., ramps, grab bars, handrails), safety (e.g., electrical wiring), or security (locks). Eligible clients are those whose health and/or safety or independence are jeopardized because of deficiencies in their place of residence. This service is limited to clients who are owners/occupiers of their own, home, or those in rental housing where the owner refuses to make needed repairs or otherwise alter the house to adapt to special client needs. Written permission from the landlord is required before undertaking repairs or maintenance on leased premises. All services shall be provided in accordance with applicable State or local building codes.

#### **Non Medical Home Equipment**

**MSSP Code 2.3**

**APS Code 0**

Non-medical Home Equipment includes those assistive devices, appliances and supplies which are necessary to assure the client's health, safety and independence. This services includes the purchase of repair of non-medical home equipment and appliances such as refrigerators, stoves, washing machines, furniture, mattresses and bedding. Eligible clients are those who require such items to preserve their health, improve functional ability and assure maximum independence thereby preventing their elevation to a higher level of care.

The MSSP utilizes all available formal and informal services prior to authorizing purchases under the waiver. However in the absence of other resources and given the level of frailty of our clients, the purchase of non-medical home equipment, assistive devices, appliances and supplies is justified to preserve the client's ability to live in the community and avoid more costly institutionalization.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0432

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

FROM: Human Resources Agency (Dept.)  
Frances Heath (Signature) 5/29/04 (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)  
and Lifespan, Inc. 600 Frederick St., Santa Cruz. 95062 (Name & Address)
- The agreement will provide waived services for MSSP and support services for APS  
(homecare and support services)
- The agreement is needed to provide eligible clients with services not available elsewhere
- Period of the agreement is from 7/1/01 to 6/30/04
- Anticipated cost is \$ 57,750 for FY 01/02 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: W-9 on file; contact: V. Heath, x4726  
on Cont. Contract List Section II
- Appropriations are budgeted in 392100 \$5,750 (Index#) 3975 (Subobject)  
\$52,000 5382

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

Appropriations are available and have been encumbered. Contract No. CO 10716 Date 6-1-01  
FY 01/02 are not will be

GARY A. KNUTSON, Auditor-Controller

Approve Co At 6-12-01 BOS By T. Dillough 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

Human Resources Agency (Agency).

Remarks:

SS (Analyst)

County Administrative Officer  
By Whitney Date 6/4/01

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.

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  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

0433

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and LIFESPAN, INC., hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (APS).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (APS) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and AI'S client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/or County.

**B. CONTRACTOR RESPONSIBILITIES**

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and AIS programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and APS clients.

**C. PURCHASE OF SERVICES**

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and APS clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/ her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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. Workers' 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, 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 General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the 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 (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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

V. 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:

## Independent Contractor Agreement

Agreement # \_\_\_\_\_

- 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.

## VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

**VII. SUBCONTRACTS**

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

**VIII. NONASSIGNMENT**

The Contractor shall not assign this Agreement without the prior written consent of the County.

**IX. CONFLICT OF INTEREST**

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

**X. CHANGES**

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

**XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII. RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such

payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

shall be considered as unofficial information, and in no way binding upon the County.

#### XVII. 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.

#### XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.



**XIX. ACKNOWLEDGEMENT**

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

**XX. TERM OF AGREEMENT**

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

**XXI. ATTACHMENTS**

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): None

**CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE**

Janet Goodman President 5/21/01  
Signature Title Date

**COUNTY OF SANTA CRUZ**

\_\_\_\_\_  
**CECILIA ESPINOLA, HRA Administrator**

\_\_\_\_\_  
**Date**

Approved as to form:

Approved as to insurances:

Jane M. Scott  
County Counsel

Janet McKinley  
County Risk Manager

Date: 5-9-01

Date: 5-4-2001

Distribution: County Administrative Office  
Auditor-Controller  
Contractor

## EXHIBIT A SCOPE OF SERVICE

Name of Provider: Lifespan Inc.  
 Address: 600 Frederick Street  
Santa Cruz, CA 95062

CONTRACT #

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Chore Work	3.1	H	HOURL	\$19.00*+	.40	Waived Title XIX, APS/CSBG
Personal Care	3.2	H	HOURL	\$19.00*+	.40	Waived Title XIX, APS/CSBG
Personal Care	3.2	H	VISIT	\$33.00	.40	Waived Title XIX, APS/CSBG
Health Care/ RN	3.3	Q	HOURL	\$70.00+	.40	Waived Title XIX, APS/CSBG
Protective Supervision	3.7	H	HOURL	\$19.00*+	.40	Waived Title XIX, APS/CSBG
Protective Supervision /12 hour Sleep-over	3.7	H	DAY	\$145.00+	.40	Waived Title XIX, APS/CSBG
Professional Care Assistance/ HHA/ CNA	3.9		HOURL	\$19.00*+	.40	Waived Title XIX, APS/CSBG
Professional Care Assistance/ HHA/ CNA	3.9		VISIT	\$33.00	.40	Waived Title XIX, APS/CSBG
Specialist Purchased Case Management	4.3		HOURL	\$70.00+	NA	Waived Title XIX, APS/CSBG
Respite/ In Home/ Chore Worker	5.1	H	HOURL	\$19.00*+	.40	Waived Title XIX, APS/CSBG
Respite/ In Home/ CNA/ HHA	5.1	H	HOURL	\$19.00*+	.40	Waived Title XIX, APS/CSBG
Respite/ In Home/ 12 hour Sleep-over	5.1	H	DAY	\$145.00+	.40	Waived Title XIX, APS/CSBG
Escort/ Personal Care Attendant	6.3		HOURL	\$19.00*+	.40	Waived Title XIX, APS/CSBG
Escort/ Friendly Visitor- 1 hour minimum	6.3		HOURL	\$24.00+	.40	Waived Title XIX, APS/CSBG
Social Reassurance/ Phone Monitor	8.3		MONTH ( 1 CALL DAILY)	\$70.00	NA	Waived Title XIX, APS/CSBG
Social Reassurance/ Phone Monitor	8.3		MONTH (2 CALLS DAILY)	\$100.00	NA	Waived Title XIX, APS/CSBG
Social Reassurance/ Phone Monitor	8.3		DAY Pro rate)	\$3.00	NA	Waived Title XIX, APS/CSBG
Social Reassurance/ Friendly Visitor	8.3		HOURL	\$24.00+	.40	Waived Title XIX, APS/CSBG
Money Management	8.5		HOURL	\$60.00	.40	Waived Title XIX, APS/CSBG
Communication/ Translation	9.1		HOURL	\$24.00+	.40	Waived Title XIX, APS/CSBG
Same day set-up fee	NA	H	OTO**	\$100.00	NA	APS/ CSBG

## NOTES:

- \*3 hour minimum
- + **Will charge time and one half for the following holidays: New Years Day, Presidents' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas**
- Respite and In-Home Protection are billed hourly for daytime service or awake night care, and billed at a shift rate for sleepover. Sleepover requires that provider has a comfortable place to sleep and is awakened no more than 2X in eight hours to assist client, and client must be able to summon for care when needed.
- \*\* OTO: One Time Only charge per client per service request, more than one such request may occur per client during the period of the agreement.
- Health Care/ RN can respond within 2 working days and includes written assessment
- In-Home Respite, protection and personal care cannot be provided without previous assessment of the client

## **EXHIBIT B**

### **SERVICE DEFINITIONS**

#### **In-Home Protection/Protective Supervision**

**MSSP Code 3.7**

**APS Code H**

In-Home Protection insures provision of 24-hour supervision to persons in their own homes who are very frail, isolated or homebound due to health conditions; individuals who have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; those whose cognitive functioning is impaired to the extent they require assistance and support; or those who otherwise may suffer a medical emergency. The goal of In-Home Protection is to prevent immediate placement in an acute care hospital, skilled nursing facility, or another 24-hour care facility.

#### **In-Home Respite**

**MSSP Code 5.1**

**APS Code H**

Respite service includes the supervision and care of clients while family or other persons who normally provide full-time care, take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed to cover emergencies and other absences of the usual caregiver. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements on the client's plan of care.

#### **Chore Service**

**MSSP Code 3.1**

**APS Code H**

Chore Services are those applying to household tasks rather than to the care of the client. Chore Services include: household cleaning, laundry, shopping, meal preparation, and household maintenance essential to the welfare of the client. Client instruction in performing household tasks and meal preparation may also be provided.

#### **Personal Care Services**

**MSSP Code 3.2**

**APS Code H**

Personal Care services include assistance to maintain personal hygiene, personal safety, and activities of daily living. These tasks are limited to non-medical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of and assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Client instruction in self care may also be provided; may also include assistance with preparation of meals, but does not include the cost of the meals themselves. When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the client-centered care. Thus, if food is spilled, it may be cleaned up, and when bed linen is soiled it may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker.

**Professional Care Assistance (PCA)****MSSP Code 3.9  
(N/A to APS)**

PCA is a comprehensive skilled service delivered by a certified nursing assistant (CNA) or a home health aide (HHA). The CNA/HHA works under either the supervision of a registered nurse (RN) employed by a home health agency, or under the direction of an RN from the MSSP. The specific tasks provided are the same as listed under Personal Care (3.2). However, the special needs and circumstances of Waiver clients require a provider who can make skilled observations and exercise judgment regarding the execution of specific tasks and the overall provision of care. The training and expertise of a CNA/HHA is greater and more specialized than that of a provider working under the State plan. This higher level of skill is required to meet the needs of the frail elderly clients served under the Waiver.

**Health Care****MSSP Code 3.3  
APS Code Q**

Health Care services address the care of health problems by appropriately licensed or certified persons when such care is not available from other sources. Persons providing such care may include: public health nurses, registered nurses, licensed vocational nurses, and occupational, physical and speech therapies.

Health Care is limited to: skilled nursing assessments and services, collateral contacts with other health care and service providers, counseling, nutrition and medication evaluation. In addition to the provision of care, these professionals may train, demonstrate and supervise clients in techniques which may enable them or their caregivers to carry out their own care safely whenever possible.

**Purchased Specialist Case Management****MSSP Code 4.3**

For the vast majority of MSSP clients, case management services are provided solely by site case management staff. However, under special circumstances, additional case-specific resources may be purchased from social, legal and health specialists in the community in order to augment the resources and skills of site-staffed case management. Activities may include the purchase of more skilled diagnostic and consultant services by social, legal/paralegal and health professionals. Fees necessary to procure birth certificates or other legal documents required for establishment of public health benefits or assistance are also covered.

**Transportation/Escort****MSSP Code 6.3**

Assistance for clients who require personal care or support while being transported. This service will be provided by trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.

**Social Reassurance****MSSP Code 8.3**

Social Reassurance includes periodic telephone contact, visiting or other social and reassurance services to verify that the individual is not in medical, psychological, or

social crisis, or to offset isolation; expenses for activities and supplies required for client participation in rehabilitation programs, therapeutic classes and exercise classes are also provided. Such services shall be provided based on need, as designated in the client's plan of care. The MSSP has found that isolation, and lack of social interaction can seriously impact some clients' capacity to remain independent. Lack of motivation or incentive or the lack of any meaningful relationships can contribute to diminishing functional capacity and premature institutionalization.

These services are often provided by volunteers or through Title III of the Older Americans Act; however, these services may not be available in a particular community and do, infrequently, require purchase. The waiver will be used to purchase friendly visiting only if the service is unavailable in the community or is inadequate as provided under other public or private programs.

#### **Communication/Translation**

#### **MSSP Code 9.1**

The provision of translation and interpretive services for purposes of instruction, linkage with social or medical services, and conduct of business is essential to maintaining independence and carrying out the Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) functions. For non-English speaking clients, this service is the link to the entire in-home and community-based service delivery system. MSSP resources shall be used to support this service only where family and community resources are unable to meet the need, and as designated in the care plan.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0451

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

FROM: Human Resources Agency (Dept.)  
Frances Heath (Signature) (Date) 6/29/01

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 Link to Life, 297 North Street, Pittsfield, MA 01201 (Name & Address)
2. The agreement will provide waived services for emergency response systems for MSSP clients
3. The agreement is needed to provide eligible clients with services not available elsewhere
4. Period of the agreement is from 7/1/01 to 6/30/04
5. Anticipated cost is \$ 2,500 in FY 01-02 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: W-9 on file; contact: V. Heath, x4726  
on Cont. Contracts List Section II
7. Appropriations are budgeted in 392100 (Index#) 5382 (Subobject)

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

Appropriations are available and have been Contract No. umbered.  
FY 01/02 GARY

CO 11841 Date 6-1-01  
A. KNUTSON, Auditor - Controller

Approve CO At 6-12-01 Bcs BY P. J. Vaughn Deputy.

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

Human Resources Agency (Agency). County Administrative Officer

Remarks: ES (Analyst)

By Date 6/29/01

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

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - GREEN  
Co. Admin. Officer - Conory  
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

32

INDEPENDENT CONTRACTOR AGREEMENT  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and LINK TO LIFE, hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (APS).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (APS) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/or County.



**B. CONTRACTOR RESPONSIBILITIES**

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and APS programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and APS clients.

**C. PURCHASE OF SERVICES**

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and AI'S clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 36).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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. Workers' 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, 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 General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the 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 (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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

V. 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 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.

#### VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

VII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

XII. RETENTION AND AUDIT OF RECORDS

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

XIII RIGHTS IN DATA

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such



payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

## Independent Contractor Agreement

Agreement # \_\_\_\_\_

shall be considered as unofficial information, and in no way binding upon the County.

XVII. 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.

XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

Independent Contractor Agreement

Agreement # \_\_\_\_\_

**XIX. ACKNOWLEDGEMENT**

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

**XX. TERM OF AGREEMENT**

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

**XXI. ATTACHMENTS**

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): None

**CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE**

Rebecca A. Rollins 5/30/01  
 Signature Title Date  
 Rebecca A. Rollins, Vice President

COUNTY OF SANTA CRUZ

**CECILIA ESPINOLA, HRA Administrator****Date**

Approved as to form:

Approved as to insurances:

Jane M. Scott  
 County Counsel

Janet McKinley  
 County Risk Manager

Date: 5 - 9 - 0 1Date: 5-4-2001

Distribution: County Administrative Office  
 Auditor-Controller  
 Contractor

Initial: RR CE  
 Contractor County

## EXHIBIT A SCOPE OF SERVICE

Name of Provider: Link To Life  
Address: 297 North Street  
Pittsfield, MA 01201

CONTRACT #

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Communication Devices						
Installation Fee	9.2		OTO	\$50.00	N/A	Waived Title XIX
Monitoring/Response & Maintenance	9.2		Month	\$18.00	N/A	Waived Title XIX
Pendant Replacement Fee	9.2		OTO	\$5.00	N/A	Waived Title XIX
Smoke Detection	9.2		Month	\$7.00	N/A	Waived Title XIX

NOTES:

## EXHIBIT B SERVICE DEFINITIONS

### **SPECIAL COMMUNICATIONS**

**MSSP Code 9.1 and 9.2**

Clients who will receive these services are those with special communication problems such as vision, hearing, or speech impairments and persons such as vision, hearing, or speech impairments and persons with physical impairments likely to result in a medical emergency. Services shall be provided by organizations such as: speech and hearing clinics; organizations serving blind individuals; hospitals; senior citizens centers; providers specializing in language translation; individual translators, telephone companies or other providers specializing in communications equipment for disabled or at-risk persons. Services shall be available on a routine or emergency basis as designated in the client's plan of care.

### **Communication Devices**

**MSSP Code 9.2**

The service includes the rental/purchase of mechanical/electronic devices, or installation of a telephone, to assist in communication (excluding hearing aids, eye appliances, and monthly telephone charges) for clients who are at risk of institutionalization due to physical conditions likely to result in a medical emergency. Purchase of emergency response systems is limited to those clients who live alone, or who are alone for significant parts of the day, and have no regular caretaker for extended periods of time, and who would otherwise require extensive routine supervision. Items such as identification bracelets or cards used to communicate vital client information in case of emergency may also be purchased.

Telephone installation will only be authorized to enable the use of telephone-based electronic response systems where the client has no telephone, or for the isolated client who has no telephone and who resides where the telephone is the only means of communicating health needs. This service will only be authorized when the client has a medical/health condition that makes him/her vulnerable to medical emergency (e.g., congestive heart failure or emphysema).

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0467

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

FROM:

Human Resources Agency (Dept.)

Frances Diaz (Signature) (5/29/01)

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 Prime Health at Home, 75 Nielson St., Watsonville, CA 95076 (Name & Address)

2. The agreement will provide waived services for health care & therapies for MSSP clients

3. The agreement is needed to provide eligible clients with services not available elsewhere

4. Period of the agreement is from 7/1/01 to 6/30/04

5. Anticipated cost is \$ 30,000 for FY 01-02 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: W-9 on file; contact: V. Heath, x4726

see Cont. Contract Line Section II

7. Appropriations are budgeted in 392100 (Index#) 5382 (Subobject)

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

Appropriations are available and have been encumbered.  
FY 01/02 are not will be

Contract No. 0011001 Date 6-1-01

GARY A. KNUTSON, Auditor - Controller

Approve Co At 6-12-01 Bos By PSilbaugh Deputy.

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

Human Resources Agency (Agency).

Remarks: SS (Analyst)

County Administrative Officer  
By Gh Sy

Date 6/6/01

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

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County 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

32

INDEPENDENT CONTRACTOR AGREEMENT  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and PRIME HEALTH AT HOME, hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (APS).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (APS) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/or County.



**B. CONTRACTOR RESPONSIBILITIES**

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and APS programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and APS clients.

**C. PURCHASE OF SERVICES**

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and APS clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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. Workers' 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, 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 RSJ / CWR.
3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the 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 (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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

V. 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 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.

#### VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

**VII. SUBCONTRACTS**

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

**VIII. NONASSIGNMENT**

The Contractor shall not assign this Agreement without the prior written consent of the County.

**IX. CONFLICT OF INTEREST**

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

**X. CHANGES**

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

**XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII. RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such



payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

Independent Contractor Agreement

Agreement # \_\_\_\_\_

shall be considered as unofficial information, and in no way binding upon the County.

#### XVII. 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.

#### XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

Independent Contractor Agreement

Agreement # \_\_\_\_\_

**XIX. ACKNOWLEDGEMENT**

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

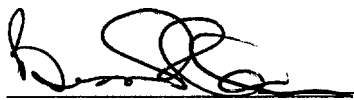
**XX. TERM OF AGREEMENT**

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

**XXI. ATTACHMENTS**

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): None

**CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE**

  
**Signature**

CEO  
**Title**

5/29/01  
**Date**

COUNTY OF SANTA CRUZ

CECILIA ESPINOLA, HRA Administrator

**Date**

Approved as to form:

Approved as to insurances:

Jane M. Scott  
**County Counsel**

Janet McKinley  
**County Risk Manager**

Date: 5-9-01

Date: 5-4-2001

Distribution: County Administrative Office  
 Auditor-Controller  
 Contractor

Initial/    
 Contractor County

# EXHIBIT A

## SCOPE OF SERVICE

Name of Provider: Prime Health At Home  
 Address: 75 Nielson Street  
Watsonville, CA 95076

CONTRACT #

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Health Care/Skilled Nursing LVN	3.3		Hour	\$40	.32	Waived Title XIX
Health Care/Skilled Nursing RN	3.3		Hour	\$78	.32	Waived Title XIX
Health Care/Physical Therapy	3.3	I	Hour	\$68.64	.32	Waived Title XIX
Health Care/Occupational Therapy	3.3		Hour	\$71.36	.32	Waived Title XIX
Health Care/Speech Therapy	3.3		Hour	\$78.43	.32	Waived Title XIX

### NOTES:

**Time and a half on Holidays.**

**Observed Holidays include: Christmas Day, New Years Day, July Fourth, Thanksgiving, Presidents Day, Easter and Memorial Day.**

## **EXHIBIT B**

### **SERVICE DEFINITIONS**

#### **Health Care**

#### **MSSP Code 3.3**

Health Care services address the care of health problems by appropriately licensed or certified persons when such care is not available from other sources. Persons providing such care may include: public health nurses, registered nurses, licensed vocational nurses, and occupational, physical and speech therapists.

Health Care is limited to: skilled nursing assessments and services, collateral contacts with other health care and service providers, counseling, nutrition and medication evaluation. In addition to the provision of care, these professionals may train, demonstrate and supervise clients in techniques which may enable them or their caregivers to carry out their own care safely whenever possible.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0483

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

FROM: Human Resources Agency (Dept.)  
Theresa G. Hall (Signature) 5/19/01 (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 County of Santa Cruz, Human Resources Agency (Agency)  
and Senior Network Services, 1777-A Capitola Rd., Santa Cruz, CA 95062 (Name & Address)

2. The agreement will provide waived services for money management for MSSP clients

3. The agreement is needed to provide eligible clients with services not available elsewhere

4. Period of the agreement is from 7/1/01 to 6/30/04

5. Anticipated cost is \$ 5,500 per FY 01-02 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: W-9 on file; contact: V. Heath, x4726

on Cont. Contract List Section II

7. Appropriations are budgeted in 392100 (Index#) 5382 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 10749 Date 6-1-01  
FY 01/02 are not will be

GARY A. KNUTSON, Auditor - Controller

Approve Co At 6-12-01 Bos By F. Dillough Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the

Administrator to execute the same on behalf of the Human Resources Agency (Agency).

Remarks: EL (Analyst) BY EL County Administrative Officer Date 6/1/01

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

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green  
Co. Admin. Officer - Conroy  
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

32

INDEPENDENT CONTRACTOR AGREEMENT  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and SENIOR NETWORK SERVICES, hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (APS).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (APS) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/or County.



**B. CONTRACTOR RESPONSIBILITIES**

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and APS programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and APS clients.

**C. PURCHASE OF SERVICES**

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and APS clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/ her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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. Workers' 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, 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 General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall <sup>only if</sup> ~~not~~ be required if both the Contractor and the 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 (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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

V. 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 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.

#### VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

VII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII. RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such



payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement,

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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

## Independent Contractor Agreement

Agreement # \_\_\_\_\_

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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

shall be considered as unofficial information, and in no way binding upon the County.

**XVII. 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.

**XVIII. CONTRACTOR APPEAL PROCESS**

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed' below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

Independent Contractor Agreement

Agreement # \_\_\_\_\_

**XIX. ACKNOWLEDGEMENT**

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

**XX. TERM OF AGREEMENT**

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

**XXI. ATTACHMENTS**

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): none

**CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE**

<u>Brenda Moss</u>	<b>Executive Director</b>	<b>S-18-01</b>
<b>Signature</b>	<b>Title</b>	<b>Date</b>

COUNTY OF SANTA CRUZ

\_\_\_\_\_  
**CECILIA ESPINOLA, HRA Administrator****Date**

Approved as to form:

Approved as to insurances:

Jane M. Scott  
County Counsel

Barry McKinley  
County Risk Manager

Date: 5-9-01Date: 5-4-2001

Distribution: County Administrative Office  
Auditor-Controller  
Contractor

Initial: Bem Cole  
Contractor County

## EXHIBIT A SCOPE OF SERVICE

Name of Provider: Senior Network Services  
Address: 1777-A Capitola Road  
Santa Cruz. CA 95062

CONTRACT #

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Money Management	8.5		Hour	\$40.00	NA	Waived Title XIX

**NOTES:**

One hour minimum charge per visit.

## **EXHIBIT B**

### **SERVICE DEFINITIONS**

#### **Money Management**

#### **MSSP Code 8.5**

This service assists the client with activities related to managing money and the effective handling of personal finances. Services may be either periodic or as full-time substitute payee. Services may be provided by organizations or individuals specializing in financial management of performing substitute payee functions.

MSSP has found that assistance with managing day-to-day household finances is often required by frail elderly. These clients may be isolated by geography or by not having a trustworthy other person to rely upon. Failure to meet personal financial obligations frequently results in eviction, disconnection of utilities, or jeopardizes eligibility for maintenance programs such as Supplemental Security Income (SSI) and Medicaid. Money management services insure a stable living environment and avoid institutionalization.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0499

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

FROM: Human Resources Agency (Dept.)  
*Grassie High* (Signature) *5/29/01* (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, Human Resources Agency (Agency)  
and, Soquel Leisure Villa, 4101 Fairway Dr., Soquel, CA 95073 (Name & Address)
- The agreement will provide waived services for MSSP and support services for APS  
(respite and protective care)
- The agreement is needed to provide eligible clients with services not available elsewhere
- Period of the agreement is from 7/1/01 to 6/30/04
- Anticipated cost is \$ 4,875 for FY 01-02 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: W-9 on file; contact: V. Heath, x4726  
on Cont. Contract List Section II
- Appropriations are budgeted in 392100 \$2,875 3975 (Index#) 5382 (Subobject)  
\$2,000

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

Appropriations are available and have been encumbered. Contract No. CO 11704 Date 6-1-01  
FY 01/02 are not will be  
GARY A. KNUTSON, Auditor - Controller  
Approve CO, 6-12-01 BOS By P. Silbaugh 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  
Human Resources Agency (Agency).

Remarks: ES (Analyst) By GH Sch6 County Administrative Officer 4/0  
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 duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

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INDEPENDENT CONTRACTOR AGREEMENT  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

0500

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and SOQUEL LEISURE VILLA, hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (APS).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

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WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

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2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or AI'S clients, and/or County.



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- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/ her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or AI'S program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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 \_\_\_\_\_/\_\_\_\_\_

505

"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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days **after** expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

V. 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 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.

#### VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

**VII. SUBCONTRACTS**

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

**VIII. NONASSIGNMENT**

The Contractor shall not assign this Agreement without the prior written consent of the County.

**IX. CONFLICT OF INTEREST**

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

**X. CHANGES**

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

**XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII. RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such

payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

shall be considered as unofficial information, and in no way binding upon the County.

#### XVII. 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.

#### XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320

Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320

Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.


- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): None

Felicia S. Ngin      Administrator      5-14-01  
Signature                  Title                  Date

Date \_\_\_\_\_

Jani M. Scott  
County Counsel

  
County Risk Manager

Date: 5/9/01

Date: 5-4-2001

Initial: BA / Cella  
Contractor County

# EXHIBIT A

## SCOPE OF SERVICE

Name of Provider: Soquel Leisure Villa  
 Address: 4101 Fairway Drive  
Soquel, CA 95073

CONTRACT #

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Respite	5.2	L	Day	\$80.00	NA	Waived Title XIX – MSSP APS/CSBG
Respite/Shared Room*	5.2	L	Month	\$1500.00	NA	Waived Title XIX – MSSP APS/CSBG
Respite/Private Room	5.2	L	Month	\$2000.00 and up	NA	Waived Title XIX – MSSP APS/CSBG

### NOTES:

Two in a room.

\$1500 - \$2000 and up are long term arrangements.

## **EXHIBIT B**

### **SERVICE DEFINITIONS**

0514

#### **Respite**

**MSSP Code 5.2**

**APS Code L**

The State's Medicaid Plan does not provide for respite care. By definition, the purpose of respite is to relieve the client's caretaker and thereby prevent breakdown in the informal support system. Respite service will include the supervision and care of clients while the family or other individuals who normally provide full-time care take short-term relief or respite which allows them to continue as caretakers. Respite may also be needed in order to cover emergencies and extended absences of the caretaker.

As dictate by the client's circumstances, services may be provided Out-of-Home through appropriate available resources such as board and care facilities, skilled nursing facilities, etc. Federal Financial Participation will not be claimed for the cost of room and board except when provided as part of respite care in a facility approved by the State that is not a private residence.

#### **Out-of-Home Protective Care**

**APS Code L**

Out-of-home Protective Care insures provision of 24-hour supervision and care in a licensed setting to persons with frail health conditions who are isolated, or without a regular or reliable caregiver; individuals who have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; those whose cognitive functioning is impaired to the extent they require assistance and support; or those who otherwise may suffer a medical emergency. Protective care may also be needed to cover other emergency situations and other extended absences of the caregiver.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0515

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

FROM: \_\_\_\_\_ Human Resources Agency (Dept.)  
Francisco Heath (Signature) 5/29/01 (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, Human Resources Agency (Agency)  
and, Victorian Home Care, 2560 Garden (Name) Ste. 201, Monterey, CA 93940 Address)
- The agreement will provide \_\_\_\_\_ waived services for MSSP and support services for APS  
(home care and support services)
- The agreement is needed \_\_\_\_\_ to provide eligible clients with services not available elsewhere
- Period of the agreement is from \_\_\_\_\_ 7/1/01 \_\_\_\_\_ to \_\_\_\_\_ 6/30/04 \_\_\_\_\_
- Anticipated cost is \$ 23,750 for FY 01-02 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: \_\_\_\_\_ W-9 on file; contact: V. Heath, x4726  
on Paid Contract Last Section II
- Appropriations are budgeted in \_\_\_\_\_ 392100 \_\_\_\_\_ \$5,750 3975  
\$18,000 (Index#) 5382 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 12176 Date 6-1-01  
FY 01/02 are not will be  
GARY A. KNUTSON, Auditor - Controller  
Approve Co At 6-12-01 Bos By F. J. Vaughn 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  
\_\_\_\_\_ Human Resource Agency \_\_\_\_\_ (Agency).

Remarks: \_\_\_\_\_ ES (Analyst) By Ch. Subj Date 6/04/01  
Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. • White  
Auditor-Controller • Blue  
County • • • •  
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 \_\_\_\_\_ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and VICTORIAN HOME CARE, INC., hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (APS).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (APS) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/or County.

**B. CONTRACTOR RESPONSIBILITIES**

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and AI'S programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and APS clients.

**C. PURCHASE OF SERVICES**

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.



5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and APS clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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 \_\_\_\_/\_\_\_\_.

1. Workers' 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, 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 General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the 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 (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 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."

“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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

V. 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:

## Independent Contractor Agreement

Agreement # \_\_\_\_\_

- 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.

## VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

Initial:                      /                       
Contractor County

VII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII. RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such

payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

shall be considered as unofficial information, and in no way binding upon the County.

#### XVII. 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.

#### XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

**XIX. ACKNOWLEDGEMENT**

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

**XX. TERM OF AGREEMENT**

- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

**XXI. ATTACHMENTS**

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): None

**CONTRACTOR'S LEGALLY AUTHORIZED REPRESENTATIVE**

Jenya K Executive Director 5/13/01  
Signature Title Date

COUNTY OF SANTA CRUZ

CECILIA ESPINOLA, HRA Administrator

Date

Approved as to form:

Approved as to insurances:

Jane M. Scott  
County Counsel

Jaret McKinley  
County Risk Manager

Date: 5-9-01

Date: 5-4-2001

Distribution: County Administrative Office  
Auditor-Co&roller  
Contractor

Initial: AM CE  
Contractor County

# **EXHIBIT A** **SCOPE OF SERVICE**

**Name of Provider:**

**Victorian Homecare**

**CONTRACT #** \_\_\_\_\_

**Address:**

**2560 Garden Road Suite #201**  
**Monterey, CA 93940**

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Chore Service (4 hours or more per shift)	3.1	H	Hour	\$14.95	N/A	Waived Title XIX-MSSP, APS/CSBG
Chore Service (2-3) 2 hour minimum	3.1	H	Hour	\$17.50	N/A	Waived Title XIX-MSSP, APS/CSBG
Personal Care (4 hours or more per shift)	3.2	H	Hour	\$14.95	N/A	Waived Title XIX-MSSP, APS/CSBG
Personal Care (2-3 hours) 2 hour minimum	3.2	H	Hour	\$17.50	N/A	Waived Title XIX-MSSP, APS/CSBG
In-Home Protection (4 hours or more per shift)	3.7	H	Hour	\$14.95	N/A	Waived Title XIX-MSSP, APS/CSBG
In-Home Protection (2-3 hours) 2 hour minimum	3.7	H	Hour	\$17.50	N/A	Waived Title XIX-MSSP, APS/CSBG
In-Home Protection / 12 hour Sleepover	3.7	H	12 hour shift	\$135.00	N/A	Waived Title XIX-MSSP, APS/CSBG
In-Home Respite (4 hours or more per shift)	5.1	H	Hour	\$14.95	N/A	Waived Title XIX-MSSP, APS/CSBG
In-Home Respite (2-3 hours) 2 hour minimum	5.1	H	Hour	\$17.50	N/A	Waived Title XIX-MSSP, APS/CSBG
In-Home Respite / Sleepover	5.1	H	12 hour shift	\$135.00	N/A	Waived Title XIX-MSSP, APS/CSBG
Escort (4 hours or more per shift)	6.3	B	Hour	\$14.95	.40	Waived Title XIX-MSSP, APS/CSBG
Escort (2-3) 2 hour minimum	6.3	B	Hour	\$17.50	.40	Waived Title XIX-MSSP, APS/CSBG

**NOTES:**

- Holiday rate is time and a half. Apply to: New Year's, ML King, President's, Memorial, Independence, Labor, Veteran's, Thanksgiving, Christmas, Christmas Eve 3 pm – midnight, NYE 3 pm - midnight
- Sleepover requires that provider has place to sleep and is awakened no more than 2X in eight hours to assist client
- Limited service may be available to Felton & Ben Lomond. No service to Boulder Creek.

## **EXHIBIT B**

### **SERVICE DEFINITIONS**

#### **In-Home Protection/Protective Supervision**

**MSSP Code 3.7**

**APS Code H**

In-Home Protection insures provision of 24-hour supervision to persons in their own homes who are very frail, isolated or homebound due to health conditions; individuals who have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; those whose cognitive functioning is impaired to the extent they require assistance and support; or those who otherwise may suffer a medical emergency. The goal of In-Home Protection is to prevent immediate placement in an acute care hospital, skilled nursing facility, or another 24-hour care facility.

#### **In-Home Respite**

**MSSP Code 5.1**

**APS Code H**

Respite service includes the supervision and care of clients while family or other persons who normally provide full-time care, take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed to cover emergencies and other absences of the usual caregiver. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements on the client's plan of care.

#### **Chore Service**

**MSSP Code 3.1**

**APS Code H**

Chore Services are those applying to household tasks rather than to the care of the client. Chore Services include: household cleaning, laundry, shopping, meal preparation, and household maintenance essential to the welfare of the client. Client instruction in performing household tasks and meal preparation may also be provided.

#### **Personal Care Services**

**MSSP Code 3.2**

**APS Code H**

Personal Care services include assistance to maintain personal hygiene, personal safety, and activities of daily living. These tasks are limited to non-medical personal services such as feeding, bathing, oral hygiene, grooming, dressing, care of **and** assistance with prosthetic devices, rubbing skin to promote circulation, turning in bed and other types of repositioning, assisting the individual with walking, and moving the individual from place to place (e.g., transferring). Client instruction in self care may also be provided; may also include assistance with preparation of meals, but does not include the cost of the meals themselves. When specified in the plan of care, this service may also include such housekeeping chores as bed making, dusting and vacuuming, which are essential to the health and welfare of the recipient. The household chores which are performed by the worker are essentially ancillary to the provision of the client-centered care. Thus, if food is spilled, it may be cleaned up, and when bed linen is soiled it may be changed, washed, and put away. However, at no time would household chores become the central activity furnished by a personal care worker.

**Transportation/Escort****MSSP Code 6.3**  
**APS Code B**

Assistance for clients who require personal care or support while being transported. This service will be provided by trained paraprofessionals or professionals, depending on the client's condition and care plan requirements.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

032

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

FROM: Human Resources Agency (Dept.)

James Heath (Signature) 5/29/01 (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 County of Santa Cruz, Human Resources Agency (Agency)  
and Visiting Nurse Association, 1041 41st Avenue, Santa Cruz, CA95062 (Name & Address)

2. The agreement will provide health care support services for APS

3. The agreement is needed to provide eligible clients with services not available elsewhere

4. Period of the agreement is from 7/1/01 to 6/30/04

5. Anticipated cost is \$ 1,000 for FY 01-02 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: W-9 on file; contact: V. Heath, x4726

7. Appropriations are budgeted in 392100 (Index#) 3975 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 12175 Date 6-1-01  
are not will be

BDS GARY A. KNUTSON, Auditor - Controller

By PS M. Wangel 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 Human Resources Agency (Agency).

Remarks: ES (Analyst) By EH S. J. Date 6/04/01

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.

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

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INDEPENDENT CONTRACTOR AGREEMENT  
MULTIPURPOSE SENIOR SERVICES PROGRAM  
ADULT PROTECTIVE SERVICES PROGRAM

THIS AGREEMENT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (hereinafter called "County"), and VISITING NURSE ASSOCIATION OF SANTA CRUZ COUNTY, hereinafter called "Contractor"), for the purpose of providing services to clients enrolled in the California Multipurpose Senior Services Program (MSSP) or Adult Protective Services (APS).

WITNESSETH:

WHEREAS California's Multipurpose Senior Services Program (MSSP) was mandated by Welfare and Institutions Code 9400 et seq., which addresses the problem of fragmentation of health and social services for the frail elderly; and

WHEREAS the Multipurpose Senior Services Program will cooperate with local programs providing services to the elderly for the purpose of developing a coordinated and comprehensive service delivery network to assist eligible frail elders who are at risk of being institutionalized to remain in their own homes; and

WHEREAS California's Adult Protective Services Program (APS) was mandated by Welfare and Institutions Code 15600 et seq. which addresses the problem of elder and dependent adult abuse; and

WHEREAS the contractor concurs with these purposes and objectives;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the County and the Contractor agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. COUNTY RESPONSIBILITIES

1. County is responsible for the MSSP and APS client enrollment, assessment, care planning; arranging with contractors to provide services; sharing client information where necessary or appropriate; specifying authorized services and time frame of services requested; monitoring service delivery; notifying the Contractor regarding any modification of services, or the termination of services, and processing claims from Contractor for payment of services.
2. County shall inform Contractor of any changes in the program which affect the delivery of services by the Contractor, and resolve any problems or conflicts between Contractor, MSSP or APS clients, and/or County.



**B. CONTRACTOR RESPONSIBILITIES**

1. Contractor shall provide, in a satisfactory and proper manner, as authorized by the County's representatives, services defined and set forth in Exhibit "B" (Service Definitions) and Exhibit "A" (Scope of Services) to clients enrolled in the MSSP and APS programs. Only those services specifically authorized by the County are to be provided.
2. Contractor shall provide all necessary qualified personnel for performance of services under this Agreement.
3. Contractor shall record services and submit reports as required by the County, enumerating all services delivered to MSSP or APS clients. Contractor shall make available to the County all records County deems necessary to conduct thorough and comprehensive contract monitoring and auditing.
4. Contractor shall maintain an ongoing cooperation between service provider personnel and the County and shall supply information to and utilize information received from the County regarding referred MSSP and APS clients.

**C. PURCHASE OF SERVICES**

1. It is understood and agreed upon by all parties to this Agreement that the services to be provided by Contractor under this Agreement are only those services authorized by the County.
2. It is understood by the contractor that the County is under no obligation to order any of Contractor's services during the lifetime of this contract. Purchase of Services provided in accordance with provisions under this agreement shall be contingent upon the availability of Federal and State funds. It is further understood that when services are ordered, one, some or all of the services specified in Exhibit "A" (Scope of Services) may be ordered.
3. Contractor shall provide the ordered services in accordance with the timelines set forth in the service authorization request.
4. If Contractor is unable to provide authorized service to a specified client, Contractor shall notify the County as soon as reasonably possible. Where services have been ordered to meet an emergency protective need, the Contractor shall notify the County within 2 hours of determining that the service request cannot be met.

5. It is understood that more than one contractor may be designated to offer a specific service to MSSP and APS clients. If so, services will be ordered from each Contractor according to the pre-established criteria for provider authorization.

## II. PAYMENT FOR SERVICES

- A. Contractor shall be compensated for providing services under this Agreement when services are ordered from Contractor by the County for MSSP or APS clients and satisfactorily performed by Contractor.
- B. Contractor shall submit monthly invoices, in the manner and form prescribed by the County. Contractor shall submit said invoices for payment no later than (10) days from the end of the month or report period in which said services are actually rendered. Upon approval of said invoices by the Human Resources Agency Administrator or his/her designee, County will make payments.
- C. Contractor shall be compensated on a unit cost basis as established in Exhibit "A" (Scope of Services) attached hereto and incorporated by this reference.
- D. No expenditure shall be made nor obligation incurred in excess of the authorized unit cost. Any expenditure by Contractor exceeding the limitations of the unit costs as set forth in this Agreement, shall not be chargeable to the County. Any such unauthorized expenditure shall be borne by Contractor.
- E. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. The Contractor shall not seek reimbursement from the County for any service reimbursed in whole or in part by any other payer.
- F. Contractor shall not bill the County and the County shall not pay Contractor for services for which the client is eligible and legally entitled and which the client would have received free of charge had the client not enrolled in the MSSP or APS program. Examples of such services include without limitation Medi-Cal, Medicaid, Older American Act, and Social Security Act services.
- G. No request for funds shall be approved by the County until Contractor has filed reports required under this agreement.
- H. Within thirty (30) days after close of the County fiscal year, Contractor shall provide County with a final claim for said fiscal year. In no event shall the

County be obligated to honor or otherwise be liable for claims filed more than thirty (30) days after close of the fiscal year (June 30).

- I. In the event Contractor receives payment for a service as to which payment is disallowed by the County or to County by State or Federal administration, Contractor shall promptly refund the disallowed amount to County on request, except that County may at its option offset the amount disallowed from any payments due or to become due to Contractor.

### III. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

Contractor shall exonerate, indemnify, defend, and hold harmless County (which for the purpose of paragraphs III, IV and V 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 Contract, 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 Contract (including, without limitations, unemployment insurance, social security and payroll tax withholding).

### IV. 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 delete FN / delete.

A. Types of Insurance and Minimum Limits

1. Workers' 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, 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 General Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 combined single limit. This insurance coverage shall not be required if both the Contractor and the 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 (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 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:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

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. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All certificates of Insurance shall be delivered or sent to:

County of Santa Cruz  
Human Resources Agency, MSSP  
1400 Emeline Avenue, 3rd Floor  
Santa Cruz, CA 95060

V. 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 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.

#### VI. CONTRACTOR'S EMPLOYEES AND EQUIPMENT

Contractor agrees that Contractor has secured or will secure at Contractor's own expense all persons, employees and equipment required to perform the services required under this Agreement and that all such services will be performed by contractor, or under contractor's supervision, by persons authorized by law to perform such services.

VII. SUBCONTRACTS

In the event any subcontractor is utilized by Contractor for any portion of the program, Contractor retains the prime responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. Any subcontracts under this Agreement other than standard commercial supplies, office space or printing services shall be approved in writing by the County, shall have no force or be effective until so approved, and shall be subject to the provisions of the Agreement. A copy of any executed subcontract must be forwarded to County within thirty (30) days after the beginning date of the subcontract.

VIII. NONASSIGNMENT

The Contractor shall not assign this Agreement without the prior written consent of the County.

IX. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest that would conflict in any manner or degree with the performance of services contemplated by this Contract. Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.

X. CHANGES

County may from time to time request changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which is mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Agreement. No oral understanding or agreement, not incorporated herein, shall be binding on the parties hereto.

XI. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

Contractor shall comply with all Federal, State and local laws and regulations and requirements, including the MSSP and APS regulations and directives pertinent to its operation. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances which are necessary for the provision of contracted services. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

**XII. RETENTION AND AUDIT OF RECORDS**

Contractor shall maintain records pertinent to this agreement for a period of not less than five (5) years after the final payment under this agreement or until a final audit report is accepted by the County, whichever occurs first. The Contractor hereby agrees to be subject to the examination and audit by authorized Federal, State, or County representatives or their designee for a period of five (5) years after the final payment under this agreement.

**XIII. RIGHTS IN DATA**

As used in this paragraph, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this grant. The term does not include financial reports, costs analyses, and similar information incidental to grant administrations.

Subject only to the exclusions of this paragraph, the Federal Government, State, and County may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data developed under this contract. With respect to any Subject Data which may be copyrighted, the Contractor agrees to and does hereby grant the Federal Government, the State, and County a royalty-free, nonexclusive and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for the County, State, or Federal Government purposes and to have or permit others to do so. The State reserves a license on patent rights in any contract involving research or developmental, experimental, or demonstration work with respect to any discovery or invention which arises under this contract.

The Federal Government, State, or County shall have the right to order, at any time during the performance of this contract, or within two years from either acceptance of all items (other than data) to be delivered under this contract or termination of this contract, whichever is later, any Subject Data and any data not called for in the schedule of this contract but generated in performance of the contract, and the Contractor shall promptly prepare and deliver such data as is ordered. The Federal Government's, State's, or County's right to use data delivered pursuant to this paragraph shall be the same as the rights in Subject Data as provided herein. When data, other than Subject Data, is delivered pursuant to this paragraph, payment shall be made, by equitable adjustment or otherwise, for converting the data into the prescribed form, reproducing it or preparing it for delivery. The terms of such



payment shall be agreed upon in writing by the Contractor and the County, State, and/or Federal Government, whichever ordered the production of the data.

Contractor shall not release reports, data, or other information pertinent to this Agreement, whether or not of a confidential nature, without prior written approval of the State. The State reserves solely to itself the right to authorize others to use, publish, or reproduce reports and data developed under this Agreement.

#### XIV. 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, gender, sexual orientation, age (over 18), veteran status, pregnancy or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, gender, sexual orientation, age (over 18), veteran status, 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

## Independent Contractor Agreement

Agreement # \_\_\_\_\_

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 XV.B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 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.

#### XV. CLIENT CONFIDENTIALITY

- A. The Contractor shall protect from unauthorized disclosure of names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any client.
- B. The Contractor shall not use identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- C. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client.
- D. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client in writing, any such information to anyone other than the State without prior written authorization from the County.
- E. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

#### XVI. INTEGRATED DOCUMENT

This Agreement and attachments hereto embody the total Agreement between the County and Contractor for the provision of Services as set forth in Exhibit "A" (Scope of Services). No oral or written agreements or conversation between Contractor and any officer, agent, or employee of the County concerning the terms or conditions of this Agreement shall affect or modify any of the terms or obligations contained in any document comprising this Agreement. Any such verbal agreement

shall be considered as unofficial information, and in no way binding upon the County.

#### XVII. 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.

#### XVIII. CONTRACTOR APPEAL PROCESS

If the Contractor disagrees with any decision or action taken by the County related to this Agreement, the Contractor may choose to file a formal grievance by following the procedures listed below:

- A. Notify the Adult and Long Term Care Services Division Director within ten (10) working days that a formal grievance exists, and describe the subject of the grievance and any desired remedy. Mail written grievance to:

Adult and Long Term Care Services Division Director  
P.O. 1320  
Santa Cruz, CA 95061

The Adult and Long Term Care Services Division Director, or designated representative must respond in writing within 10 working days.

- B. If the Contractor is not satisfied with the decision, the Contractor must notify the Administrator of Human Resources Agency within 10 working days of receipt of the Division Director's response. Mail written grievance to:

Administrator, Human Resources Agency  
P.O. 1320  
Santa Cruz, CA 95061

The HRA Administrator, or designated representative, must respond in writing within 10 working days.

- C. If the Contractor is not satisfied with the Administrator's decision regarding grievances with the MSSP Program, the grievance may be registered in writing with the California Department of Aging, Case Management Branch, at 1600 "K" Street, Sacramento CA, 95814 within 10 days following the receipt of the Division Director's decision. The California Department of Aging will have final authority for the decision of claims.

Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.


- A. This Agreement shall be effective from the date of execution by County, or approval by the State of California Department of Aging, whichever date is later, through June 30, 2004.
- B. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, or canceled immediately by written mutual consent.

This Agreement includes the following attachments in addition to Exhibits A and B (identify by name or write "NONE"): None

Signature: Barbara Hughes Title: Executive Director Date: 7/11/01

Date \_\_\_\_\_

June M. Scott  
County Counsel

  
County Risk Manager

Date: 5/9/01

Date: 5-4-2001

Initial/  Noel      re  
Contractor County

## EXHIBIT A SCOPE OF SERVICE

Name of Provider: Visiting Nurse Association  
 Address: 1041 41<sup>st</sup> Avenue  
Santa Cruz, CA 95062

CONTRACT #

SERVICE	MSSP Code	APS Code	UNIT OF SERVICE	COST PER UNIT	MILEAGE	FUNDING SOURCE
Health Care/RN	NA	Q,H	Visit	\$150/\$96*	.32	APSKSBG
Health Care/Physical Therapy	NA	Q,H	Visit	\$170/\$108*	.32	APSKSBG
Hcalth Care/Occupation Therapy	NA	Q,H	Visit	\$170/\$108*	.32	APS/CSBG
Health Care/Speech Therapy	NA	Q,H	Visit	\$170/\$108*	.32	APS/CSBG
Home Health Aide	NA	H	Visit	\$75/\$50*	.32	APSKSBG

**NOTES:**

\*Rates after 1 ½ hours: RN- \$96/hr, PT - \$108/hr, OT - \$108/hr, Speech - \$108/hr, MSW - \$132/hr, HHA - \$50/hr.

Time and a half on the following Holidays observed:

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day.

## **EXHIBIT B**

### **SERVICE DEFINITIONS**

#### **In-Home Protection/Protective Supervision**

**APS Code H**

In-Home Protection insures provision of 24-hour supervision to persons in their own homes who are very frail, isolated or homebound due to health conditions; individuals who have been harmed or threatened with harm (physical or mental) by other persons or by their own actions; those whose cognitive functioning is impaired to the extent they require assistance and support; or those who otherwise may suffer a medical emergency. The goal of In-Home Protection is to prevent immediate placement in an acute care hospital, skilled nursing facility, or another 24-hour care facility.

#### **In-Home Respite**

**APS Code H**

Respite service includes the supervision and care of clients while family or other persons who normally provide full-time care, take short-term relief or respite which allows them to continue as caregivers. Respite may also be needed to cover emergencies and other absences of the usual caregiver. Individuals providing services in the client's residence shall be trained and experienced in homemaker services, personal care, or home health services, depending on the requirements on the client's plan of care.

#### **Health Care**

**APS Code Q**

Health Care services address the care of health problems by appropriately licensed or certified persons when such care is not available from other sources. Persons providing such care may include: public health nurses, registered nurses, licensed vocational nurses, and occupational, physical and speech therapists.

Health Care is limited to: skilled nursing assessments and services, collateral contacts with other health care and service providers, counseling, nutrition and medication evaluation. In addition to the provision of care, these professionals may train, demonstrate and supervise clients in techniques which may enable them or their caregivers to carry out their own care safely whenever possible.

#### **Personal Care Services**

**APS Code H**

Personal Care Services are provided by trained individuals such as Certified Nursing Assistants (CNA) or Home Health Aides (HHA) working under the supervision of a R.N. employed by a home care agency.

Personal Care Services include assistance to maintain personal hygiene and safety and activities of daily living. These activities include: grooming, dressing, bathing, oral hygiene, feeding, care and assistance with prosthetic devices, assistance with transferring and repositioning, ambulation assistance, and client instruction in self-care.