



# County of Santa Cruz

0061

## HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator

1000 Emeline Avenue, Santa Cruz, CA 95060

(831) 454-4130 or 454-4045 FAX: (831) 454-4642

July 30, 2001

AGENDA: August 14, 2001

### BOARD OF SUPERVISORS

county of Santa Cruz

701 Ocean Street

Santa Cruz, CA. 95060

### HEALTH CARE OUTREACH PROJECT

Dear Members of the Board:

As you may recall, in August 2000, the Human Resources Agency (HRA), in conjunction with the Health Services Agency (HSA) and the Health Care Outreach Coalition of Santa Cruz County, embarked on year one of a two-year project with the Packard Foundation to improve access to no-cost or low-cost health care coverage for low-income Santa Cruz County residents. The purpose of this letter is to recommend that your Board accept and appropriate additional unanticipated Packard funds and unanticipated Medi-Cal Administration Activities (MAA) funds for year two of the project and approve the continuing contracts between the Human Resources Agency and the Health Care Outreach Coalition members.

#### Project Description

During FY 00/01, over 1,500 Santa Cruz County children and families were enrolled in health insurance programs through the Coalition's efforts. For FY 01/02, the Packard Foundation has agreed to fund the HRA and the Health Care Outreach Coalition of Santa Cruz County \$159,414, which has already been approved in HRA's budget for FY 01/02. Unspent prior year funds in the amount of \$6,605 will also be used in FY 01/02. In addition, the Coalition will use \$33,024 in Medi-Cal Administration Activities (MAA) funding for a total budget of \$199,043. There are no additional county costs.

During year two of the project, Health Care Outreach Coalition members will conduct outreach and enrollment activities for the following programs: Access for Infants and Mothers Program (AIM); California Children's Services (CCS); Child Health and Disability Prevention (CHDP); Family PACT (Planning, Access, Care & Treatment); Pacific Health Advantage (PacAdvantage); Healthy Families Program; Comprehensive Perinatal Services Program (CPSP); Medi-Cal; MediCruz, and California Kids.

## BOARD OF SUPERVISORS

Page 2

Agenda: August 14,2001

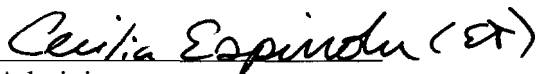
**BOARD LETTER TITLE:** Health Care Outreach Project

To more effectively assist families with health care enrollment, HRA is requesting that your Board approve and authorize the Human Resources Agency Administrator to execute the following continuing contracts: Community Bridges (formerly known as Food & Nutrition Services)/WIC - \$15,904; Community Bridges/Adelante - \$19,190; Santa Cruz Community Counseling Center - \$22,180; Community Action Board/Davenport Resource Center - \$8,968; Mountain Community Resources (formerly known as Valley Resources Center) - \$9,024; Pajaro Valley Unified School District - \$24,000; Santa Cruz City Schools - \$19,081; Project Coordinator - \$26,000; and, Familia Center - \$10,764. These contracts are on file with the Clerk of the Board. In addition, laptop computers are needed to facilitate and enhance outreach and enrollment activities.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the resolution accepting unanticipated revenue from the Packard Foundation in the amount of \$6,605, make additional account realignments and appropriate these funds as described in the attached AUD60;
2. Approve the resolution accepting unanticipated revenue from Medi-Cal Administration Activities in the amount of \$33,024 and appropriate these funds as described in the attached AUD60;
3. Approve and authorize the purchase of three laptop computers including all peripherals in the amount of \$9,000;
4. Approve and authorize the Human Resources Agency Administrator to sign the contracts for the Project Coordinator and Coalition members as identified.

Very truly yours,



Administrator  
CECILIA ESPINOLA

CE\sp: n:\board letters\FY 01-02\careerworks\Packard FY 01/02

RECOMMENDED:



SUSAN A. MAURIELLO  
County Administrative Officer

cc: County Administrative Office  
Auditor-Controller  
county Counsel  
**Risk** Management  
Packard Foundation  
Collaborative Members

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

Resolution No. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from MDEICAL ADMINISTRATIVE  
ACTIVITIES for FOR HEALTH CARE ENROLLMENT program; and

WHEREAS, the County is recipient of funds in the amount of \$ 33,024 which are  
either in excess of those anticipated or are not specifically set forth in the current fiscal year  
budget of the County; and

WHEREAS, pursuant to Government Code Section **29130(c) / 29064(b)**, such funds may be  
made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County  
Auditor-Controller accept funds in the amount of \$ 33.074 into  
Department HRA-FAMILY RELATIONS

<u>TIC</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	392400	1134	FED. CONTRIB. FROM OTHER	\$33,024

and that such funds be and are hereby appropriated as follows:

<u>TIC</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	392400	5191		BONTRIB. TO OTHER AGENCIES	\$33,024

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and  
that the Revenue(s) ~~has been~~ (will be) recieved within the current fiscal year.

By [Signature]  
Department Head

Date 8/8/01



COUNTY ADMINISTRATIVE OFFICER

1 *JS* Recommended to Board

         / Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by the following vote (requires four-fifths vote for approval):

**AYES:** SUPERVISORS

**NOES:** SUPERVISORS

**ABSENT:** SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

*Henry A. Oberhelman*  
County Counsel 12/14/97

#362400-1134/5191  
APPROVED AS TO ACCOUNTING DETAIL:  
*P. Silbaugh* 8-2-01  
Auditor-Controller

Distribution:

- Auditor-Controller
- County Counsel
- County Administrative Officer
- Originating Department

AUD60 (REV 12/97)

1121

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

Resolution No. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from PACKARD FOUNDATION  
\_\_\_\_\_ for HEALTH CARE ENROLLMENT GRANT program; and

WHEREAS, the County is recipient of funds in the amount of \$ 6,605 which are  
either in excess of those anticipated or are not specifically set forth in the current fiscal year  
budget of the County; and

WHEREAS, pursuant to Government Code Section **29130( c ) / 29064( b )**, such funds may be  
made available for specific appropriation by four-fifths vote of the Board of Supervisors;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the Santa Cruz County  
Auditor-Controller accept funds in the amount of \$ 6,605 into  
Department HRA-FAMILY RELATIONS

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subiect Number</u>	<u>Account Name</u>	<u>Amount</u>
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**\*\* SEE ATTACHED**

and that such funds be and are hereby appropriated as follows:

<u>TIC</u>	<u>Index Number</u>	<u>Expenditure Subiect Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
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**\*\* SEE ATTACHED**

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and  
that the Revenue(s) (has been) (will be) recieved within the current fiscal year.

By *[Signature]*  
Department Head

Date 8/08/01

COUNTY ADMINISTRATIVE OFFICER

  *JK*   Recommended to Board

       Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by the following vote (requires four-fifths vote for approval):

AYES:           SUPERVISORS

NOES:           SUPERVISORS

ABSENT:        SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

*Henry A. Oberhelman III*  
County Counsel    12/14/97

*#362400 - Various*  
APPROVED AS TO ACCOUNTING DETAIL:

*P. Silbaugh 82-01*  
Auditor-Controller

Distribution:

- Auditor-Controller
- County Counsel
- County Administrative Officer
- Originating Department

Attachment to Board Letter Agenda:

August 14, 2001

Accept funds as follows:

<u>T/C #</u>	<u>Index #</u>	<u>Subobj</u>	<u>Account Name</u>	<u>Amount</u>
001	392400	2372	Contributions & Donations	6,605.00

TOTAL	6,605.00
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Appropriate funds as follows:

<u>T/C #</u>	<u>Index #</u>	<u>Subobj</u>	<u>Account Name</u>	<u>Amount</u>
021	392400	3493	Office Expense	23,462.00
021	392400	3615	HRA Overhead	7,970.00
021	392400	3810	R/L Structure-Misc	1,000.00
021	392400	4166	Travel-Mileage	2,500.00
021	392400	8404	Other Equipment	9,000.00
022	392400	5191	Contrib to Other agencies-Other	(37,327.00)

TOTAL	6,605.00
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COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0068

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

FROM: HUMAN RESOURCES AGENCY (Dept.)

(Signature) (Date)

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

1. Said agreement is between the SANTA CRUZ COUNTY HUMAN RESOURCE AGENCY (Agency) and COMMUNITY ACTION BOARD (DRC), 501 #E SOQUEL AVE. SANTA CRUZ CA 95060 (Name & Address)

2. The agreement will provide OUTREACH AND ENROLLMENT SERVICES TO UNINSURED AND LOW INCOME FAMILIES IN SANTA CRUZ COUNTY.

3. The agreement is needed TO CONTINUE THE HEALTH CARE OUTREACH PROJECT FOR FY 01/02.

4. Period of the agreement is from 7/1/01 to 6/30/02

5. Anticipated cost is \$ 8,968 (Fixed amount Monthly fee; Not to exceed)

6. Remarks: W-9 ON FILE ON CONTINUED CONTRACT LIST SECTION II CONTACT: S. PANNICK x8502

7. Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 12196 Date 8-2-01

are not available and will be encumbered. c/a. - pg cc-14 Listed as II / will be III

GARY A. KNUTSON, Auditor - Controller By [Signature] Deputy.

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 COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY (Agency).

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 8/03/01

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.

21 9 (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



# Community Action Board of Santa Cruz County, Inc.

0069

501 Soquel Ave., Suite E  
Santa Cruz, CA 95062  
(831) 457-1741 • Fax (831) 457-0617

## External Route Form

Date: July 16,2001

To: Sherry Panick

RE: Contract Agreement

**The Following is enclosed:**

One original signed contract agreement.

\_\_\_\_\_ File

\_\_\_\_\_ Read and Note

\_\_\_\_\_ Sign and Please Return

\_\_\_\_\_ As Per Your Request

\_\_\_\_\_ For Your Information

\_\_\_\_\_ Other

If you have any questions regarding this item, please do not hesitate to call our office or me.

From: Christine Johnson-Lyons, Executive Director

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT 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 ACTION BOARD/DAVENPORT RESOURCE SERVICE CENTER hereinafter called CONTRACTOR. The parties agree as follows:

- 1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
  - A. All duties and responsibilities as outlined in the Scope of Work Attachment A.
  - B. Track outcome measurements and provide data in a timely manner, as requested by the COUNTY to ensure that grant reporting requirements are met.
  - C. Appoint an agency representative to attend Coalition meetings.
  - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Grantor for their approval.

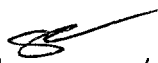
- 2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

On the basis of 12 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$8,968 for the period of July 1, 2001 through June 30, 2002.

Submit invoice for payment to:

Human Resources Agency  
Attn: FD04  
P.O. Box 1320  
Santa Cruz, CA 95061

- 3. TERM. The term of this contract shall be July 1, 2001 through June 30, 2002.
- 4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Initial  /  
Contractor/County

- 6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_/\_\_\_\_\_.

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

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_.
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance 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 Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and 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 years after the expiration of the 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."

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

- 3) All the insurance policies shall be endorsed to contain the following clause: 0072

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

Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061 Attn: Sherry Panick

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061 Attn: Sherry Panick

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- 1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider **Minority/Women/Disabled** Owned Business Enterprises in CONTRACTORs 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 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (9) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

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

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

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
12. 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

Initial   
Contractor/County

13. ATTACHMENTS. This Agreement includes the following attachments:

0074

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: *Christine [Signature]*  
 Address: 501 Soquel Ave, Suite E  
Santa Cruz, CA 95062  
 Telephone: (831) 457-1741

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

2. APPROVED AS TO INSURANCE:

By: *Janet [Signature]* 7/21/2001  
 Risk Management

3. APPROVED AS TO FORM:

By: *Janet M. Scott*  
 County Counsel

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

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results:

*Proposed Services* – Community Action Board (CAB)/Davenport Resource Service Center (DRSC) will conduct informational workshops regarding health care program options including the eligibility and application process; assist applicants to gather needed information and complete documents for eligibility determination; provide transportation for eligibility and redetermination appointments; case manage active enrollees to ensure eligibility is maintained; and case manage ineligible, uninsured families with children in need of health care to access other means of assistance.

*Proposed Outcomes:*

- o DRSC will enroll 40 new children in Medi-Cal/Healthy Families;
- o DRSC will assist in the retention of 50 children;
- o DRSC will conduct 1500 outreach contacts through promotion to area schools, publication in regional newsletters and direct outreach to isolated families.

CONTRACTOR will submit a monthly progress report on the activities outlined above.

CONTRACTOR will submit a monthly claim form by the 10<sup>th</sup> of the following month.

CONTRACTOR will appoint an Outreach Worker to attend quarterly Outreach Worker meetings.

Attachment A

Initial   
Contractor/County

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

0076

Subparagraph 6A(3) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and COMMUNITY ACTION BOARD/DAVENPORT RESOURCE SERVICE CENTER (hereinafter called CONTRACTOR) is amended to read as follows:

~~1.~~ 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: ATTENDING MEETINGS AND WRITTEN MATERIALS PREPARATION. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_  
date

By  \_\_\_\_\_  
CONTRACTOR

COUNTY OF SANTA CRUZ  
By \_\_\_\_\_

Attachment B



INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

\_\_\_\_\_/\_\_\_\_\_ ~~Additional Insured [6B(2)]~~. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

\_\_\_\_\_/\_\_\_\_\_ ~~Notice of Cancellation [6B(3)]~~. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).


\_\_\_\_\_/\_\_\_\_\_ ~~Certificate of Insurance [6B(4)]~~. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

\_\_\_\_\_ date

COUNTY OF SANTA CRUZ

By  CONTRACTOR

By \_\_\_\_\_

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and COMMUNITY ACTION BOARD DAVENPORT RESOURCE SERVICE CENTER (hereinafter called CONTRACTOR) is amended to read as follows:

\_\_\_\_\_ / \_\_\_\_\_ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTORS personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

\_\_\_\_\_ date

  
\_\_\_\_\_  
CONTRACTOR

COUNTY OF SANTA CRUZ

By \_\_\_\_\_  
Human Resources Agency

Attachment D

**PACKARD GRANT BUDGET**  
**CAB/DAVENPORT RESOURCE SERVICE CENTER -Year 2**  
 Budget Period 7/1/01 - 6/30/02

0079

BUDGET CATEGORIES	PACKARD FOUNDATION	MAA	PROP 10	IN-KIND	TOTAL PROJECT BUDGET
<b>Personnel</b>					
CoDirector/\$16.71/20	\$ 6,202	\$ -			\$ 6,202
					\$ -
					\$ -
<b>Total Salaries</b>	\$ 6,202	\$ -	\$ -	\$ -	\$ 6,202
Fringe Benefits (19%)	\$ 1,190	\$ -			\$ 1,190
<b>Total Personnel</b>	\$ 7,392	\$ -	\$ -	\$ -	\$ 7,392
<b>Operating Expenses</b>					
General Expenses	\$ -	\$ -			\$ -
Space Rent/Lease					\$ -
Printing	\$ 200				\$ 200
Equipment Rental					\$ -
Audit Costs					\$ -
<b>Total Operating Expenses</b>	\$ 200	\$ -	\$ -	\$ -	\$ 200
<b>Equipment Purchase</b>					\$ -
<b>Subcontracts</b>					
(list each and attach separate budgets)					
<b>Travel &amp; Per Diem</b>	\$ 300	\$ -			\$ 300
<b>Other Costs</b>					\$ -
<b>Indirect Costs</b>	\$ 1,076	\$ -			\$ 1,076
<b>TOTAL</b>	\$ 8,968	\$ -	\$ -	\$ -	\$ 8,968

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0080

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

FROM: HUMAN RESOURCES AGENCY (Dept.)  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (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 SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY (Agency)  
and COMMUNITY BRIDGES - ADELANTE, 236 SANTA CRUZ AVE. APTOS CA 95003 (Name & Address)
- The agreement will provide OUTREACH AND ENROLLMENT SERVICES TO UNINSURED AND LOW INCOME FAMILIES IN  
SANTA CRUZ COUNTY
- The agreement is needed TO CONTINUE THE HEALTH CARE OUTREACH PROJECT FOR THE FY 01/02.
- Period of the agreement is from 7/1/01 to 6/30/02
- Anticipated cost is \$ 19,190 (~~Fixed amount. Monthly rate.~~ Not to exceed)
- Remarks: (formerly FNS - ADELANTE) W-9 ON FILE ON CONTINUING CONTRACT LIST SECTION II  
CONTACT: S. PANNICK x8502
- Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations \_\_\_\_\_ are not available and have been encumbered. Contract No. 12194 Date 8-2-01  
will be

CC-14 -  
Now III

GARY A. KNITSON, Auditor - Controller  
By [Signature] Deputy.

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 COUNTY OF  
HUMAN RESOURCES AGENCY (Agency).  
County Administrative Officer

Remarks: [Signature] (Analyst) By [Signature] Date 8/3/01

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

Distribute on:  
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



**COMMUNITY BRIDGES**  
Puentes de la Comunidad

July 19, 2001

County of Santa Cruz  
Human Resources Agency  
Benefit Services Division  
Sherry Panick, Health Benefits Analyst  
119 W. Beach Street  
Watsonville, CA 95076


**RE: Packard Grant/Healthy Families FY 01/02 - Adelante**

Dear Ms. ~~Panick~~ <sup>Sherry</sup>:

Enclosed please find one (1) signed original of the above referenced contract between the County of Santa Cruz and Community Bridges dba: Adelante.

If I can be of further assistance please feel free to contact me at 831/688-8840, Ext. 204 or email [miker@foodnut.org](mailto:miker@foodnut.org).

Sincerely,

  
Michael Robins

Contracts Manager

Encl.

Cc: J. Albores  
J. Aspden  
C. Benson

[www.communitybridges.org](http://www.communitybridges.org)



engaged in the Performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

- 6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_ / \_\_\_\_\_

A. Tvoes of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance 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 Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and 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 years after the expiration of the 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

Initial      /       
Contractor/County

an additional insured as respects the operations and activities of, or on behalf of, the 0084  
named insured performed under Agreement with the County of Santa Cruz."

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

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

Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061 Attn: Sherry Panick

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 coverage. All Certificates of  
insurance shall be delivered or sent to:

Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061 Attn: Sherry Panick

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

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

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

1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by  
or on behalf of the CONTRACTOR, state that all qualified applicants will receive  
consideration for employment without regard to race, color, creed, religion, national  
origin, ancestry, disability, medical condition (cancer related and genetic characteristics),  
marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy,  
or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR  
shall make a good faith effort to consider MinorityNVomenIDisabledOwned Business  
Enterprises in CONTRACTORs solicitation of goods and services. Definitions for  
MinorityNVomenIDisabled 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.

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



- 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 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

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

- 9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
- 10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

Initial CC / \_\_\_\_\_  
Contractor/County

12. 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.

13. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance

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

1. CONTRACTOR

By: [Signature]

Address: 236 Santa Cruz Ave.  
Aptos, CA 95003

Telephone: 831/688-8840

4. COUNTY OF SANTA CRUZ

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

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 7-24-2007  
Risk Management

3. APPROVED AS TO FORM:

By: Jane M. Scott  
County Counsel

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

Initial [Signature]  
Contractor/County

## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results:

*Proposed Services* – Community Bridges (CB), formerly known as Food & Nutrition Services, d.b.a. Adelante staff will promote the Healthy Families and Medi-Cal programs through outreach at community educational fairs and presentations to community groups. CB/Adelante will continue to focus on reaching low-income Latino families in South Santa Cruz County.

To increase interest and enrollment in health insurance programs, CB/Adelante staff will educate prospective applicants about recent changes in Medi-Cal, emphasizing the simplification of the application and reporting requirements. Clients will be encouraged to apply for any insurance benefits for which they are eligible. CB/Adelante will lend space to a Medi-Cal Eligibility Worker one day a week to further simplify the application process. CB/Adelante staff will be available to fill out applications five days a week in our office and whenever possible to fill out applications at other sites.

*Proposed Outcomes:*

- Adelante will assist 700 individuals in completing Medi-Cal/Healthy Families applications.
- Enroll ~~175~~<sup>150</sup> children in Healthy Families
- Renew enrollment for 100 children in Healthy Families
- Maintain contact with all Healthy Families applicants through at least one follow-up call approximately one month after submission of application.

CONTRACTOR will submit a monthly progress report on the activities outlined above.

CONTRACTOR will submit a monthly claim form by the 10<sup>th</sup> of the following month.

CONTRACTOR will appoint an Outreach Worker to attend quarterly Outreach Worker meetings.

Attachment A

Initial      /  
Contractor/County

**PACKARD GRANT BUDGET**  
**COMMUNITY BRIDGES (formerly Food & Nutrition)/ ADELANTE - Year 2**  
**Budget Period 7/1/01 - 6/30/02**

0088

BUDGET CATEGORIES	PACKARD FOUNDATION	MAA	PROP 10	IN-KIND	TOTAL PROJECT BUDGET
<b>Personnel</b>					
Outreach Wkr/\$13.60/.125 FTE	\$ 3,542	\$ -			\$ 3,542
Off. Asst./\$10.37/.20 FTE	\$ 4,311	\$ -	\$ -	\$ -	\$ 4,311
Director/\$18.16/.125 FTE	\$ -	\$ -	\$ -	\$ 7,111	\$ 7,111
<b>Total Salaries</b>	\$ 7,853	\$ -	\$ -	\$ 7,111	\$ 14,964
Fringe Benefits (23%)	\$ 1,806	\$ -	\$ -	\$ -	\$ 1,806
<b>Total Personnel</b>	\$ 9,659	\$ -	\$ -	\$ 7,111	\$ 16,770
<b>Operating Expenses</b>					
General Expenses	\$ 3,858	\$ -	\$ -	\$ 5,176	\$ 9,034
Space Rent/Lease	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500
Printing	\$ 844	\$ -	\$ -	\$ -	\$ 844
Equipment Rental					\$ -
Audit Costs					\$ -
<b>Total Operating Expenses</b>	\$ 6,202	\$ -	\$ -	\$ 5,176	\$ 11,378
<b>Equipment Purchase</b>					\$ -
<b>Subcontracts</b>					
(list each and attach separate budgets)					
<b>Travel &amp; Per Diem</b>	\$ 700	\$ -	\$ -	\$ -	\$ 700
<b>Other Costs</b>			\$ -	\$ -	\$ -
<b>Indirect Costs</b>	\$ 2,629	\$ -	\$ -	\$ 1,951	\$ 4,580
<b>TOTAL</b>	\$ 19,190	\$ -	\$ -	\$ 14,238	\$ 33,428

COUNTY OF SANJA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0089

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

FROM: HUMAN RESOURCES AGENCY (Dept.)  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (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 SANTA CRUZ COUNTY HUMAN RESOURCE AGENCY (Agency)  
and DEBBIE FRIEDMAN, 206 KENNETH DR. APTOS CA. 95003 (Name & Address)
- The agreement will provide COORDINATOR SERVICES FOR THE HEALTH CARE OUTREACH PROJECT
- The agreement is needed TO CONTINUE THE HEALTH CARE OUTREACH PROJECT FOR FY 01/02
- Period of the agreement is from 7/1/01 to 6/30/02
- Anticipated cost is \$ 26,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: W-9 ON FILE ON CONTINUED CONTRACT BEST SECTION II  
CONTACT: S. PANNECK x8502
- Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 12200 Date 8-2-01  
are not available and will be encumbered.  
CC-14 / Was II Now III  
GARY A. KNUTSON, Auditor - Controller  
By PS [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HUMAN RESOURCE ADMINISTRATOR to execute the same on behalf of the COUNTY OF SANTA CRUZ  
HUMAN RESOURCE AGENCY (Agency).  
County Administrative Officer

Remarks: [Signature] (Analyst) By [Signature] Date 8/03/01

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

Distribution:  
Bd. of Supv. - White  
Aultitor-Controller - Blue  
County Counsel - Green \*  
Co Admin. Officer - Canary  
Awlitor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if relected.

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

21

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, DEBBIE FRIEDMAN hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill coordinate the implementation of the Health Care Outreach in Santa Cruz County defined in the Scope of Services, Attachment A of this contract.

2. COMPENSATION.

A. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

On the basis of 12 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$26,000 for the period of July 1,2001 through June 30,2002. This rate is based on a fee of \$25.00 per hour for an average of 20 hours per week.

Submit invoice for payment to:

Human Resources Agency  
 Attn: FD04  
 P.O. Box 1320  
 Santa Cruz, CA 95061

3. TERM. The term of this contract shall be July 1, 2001 through June 30,2002.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

Initial DF /  
 Contractor/County

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 DT /

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here DT.
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance 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 DT /.
- 3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here DT /.

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 years after the expiration of the 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 the insurance policies shall be endorsed to contain the following clause:  
  
"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Initial DT /  
Contractor/County

Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061 Attn: Sherry Panick

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061 Attn: Sherry Panick

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

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

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

- 1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider MinorityNVWomenDisabledOwned Business Enterprises in CONTRACTORs solicitation of goods and services. Definitions for MinorityNVWomenDisabledBusiness 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 CONTRACTORs 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 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.



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

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

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

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

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

- 9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
- 10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- 12. 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.

Initial DF  
Contractor/County



13. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: Debbie Friedman  
 Address: 206 Kenneth Dr  
Aptos CA 95003  
 Telephone: 688-0420

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

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 7-24-2001  
 Risk Management

3. APPROVED AS TO FORM:

By: Jane M. Scott  
 County Counsel

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

Initial DF /  
 Contractor/County

## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

DUTIES. In accordance with the Health Care Outreach in Santa Cruz County grant funded by the Packard Foundation, CONTRACTOR shall provide coordination to ensure that the following services and activities are delivered:

REQUIRED SERVICES AND ACTIVITIES**Local, Regional and State Coordination**

1. Collaborate with the Health Care Coalition to coordinate the implementation of county wide outreach and enrollment strategies as defined in the Health Care Outreach grant and developed by the Health Care Outreach Coalition.
2. Distribute outreach materials to Coalition members and other community groups as appropriate.
3. Attend regional Health Care Outreach meetings hosted by the Packard Foundation.
4. Coordinate Health Care Outreach Coalition activities with the HSA Medi-Cal Outreach Coordinator to maximize outreach dollars.

**Community Involvement**

1. Meet with and communicate regularly with the Health Care Outreach Coalition to gather their input and keep them informed about the project.
2. Assist in the identification of new contacts, coalition members or community events, which could provide opportunities for health care outreach.
3. Consult with the HRA Medi-Cal management staff on training opportunities for Coalition members and the community regarding health care coverage.

**Fiscal**

1. Work closely with the HRA Medi-Cal management staff and HRA fiscal staff to monitor project budget expenditures related to media production, bus passes and supplies.
2. Assist COUNTY to maximize Federal Medi-Cal revenue by accounting for Medi-Cal specific activities performed by the CONTRACTOR.

**Evaluation**

1. Work closely with the HRA Medi-Cal management staff to develop methods of monitoring outcome measurements.
2. Make a recommendation for sustainability of health care outreach efforts after the conclusion of the Packard grant.

Initial JF  
Contractor/County

**Additional Administrative Requirements**

1. Consult with Benefit Services Division Director or her designees on the status of contract required activities, and submit quarterly written progress reports.
2. Assist the HRA Medi-Cal management staff with the Packard reporting requirements.
3. Upon completion of the contract, submit the following:
  - A final report summarizing all contract activities;
  - All documentation accumulated during the contract period.
4. CONTRACTOR will submit monthly:
  - A claim form by the 10<sup>th</sup> of the following month;
  - A progress report on the activities outlined above.

Attachment A

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

0097

Subparagraph 6A(3) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and DEBBIE FRIEDMAN (hereinafter called CONTRACTOR) is amended to read as follows:

DF1 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

DF1 2. Teacher. Instructor. Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

DF1 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: ATTENDING MEETINGS AND WRITTEN MATERIALS PREPARATION. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_  
date

COUNTY OF SANTA CRUZ

By Debbie Friedman  
CONTRACTOR

By \_\_\_\_\_

Attachment B

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

DA / \_\_\_\_\_ Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

DA / \_\_\_\_\_ Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

DA / \_\_\_\_\_ Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

\_\_\_\_\_ date

COUNTY OF SANTA CRUZ

By Debbie Friedman  
CONTRACTOR

By \_\_\_\_\_

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and DEBBIE FRIEDMAN (hereinafter called CONTRACTOR) is amended to read as follows:

   / \_\_\_\_\_ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). in reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_ date

COUNTY OF SANTA CRUZ

Debbie Friedman  
CONTRACTOR

By \_\_\_\_\_  
Human Resources Agency

Attachment D

**PACKARD GRANT BUDGET**  
**HUMAN RESOURCES AGENCY - Year 2**  
 Budget Period 7/1/01 - 6/30/02

0100

BUDGET CATEGORIES	PACKARD FOUNDATION	MAA	PROP 10	IN-KIND	TOTAL PROJECT BUDGET
<b>Personnel</b>					
Div. Director/\$36.36/.10 FTE				\$ 7,563	\$ 7,563
Analyst/\$23.33/.25 FTE				\$ 12,130	\$ 12,130
Elig. Wkr/\$18/1 FTE				\$ 37,440	\$ 37,440
Coordinator/\$25/.5 FTE	\$ 26,000	\$ -			\$ 26,000
					\$ -
					\$ -
<b>Total Salaries</b>	\$ 26,000	\$ -	\$ -	\$ 57,133	\$ 83,133
Fringe Benefits (30%)				\$ 17,139	\$ 17,139
<b>Total Personnel</b>	\$ 26,000	\$ -	\$ -	\$ 74,272	\$ 100,272
<b>Operating Expenses</b>					
General Expenses	\$ 9,262			\$ -	\$ 9,262
Space Rent/Lease	\$ 1,000	\$ -			\$ 1,000
Printing	\$ 4,000				\$ 4,000
Equipment Rental	\$ 200	\$ -			\$ 200
Audit Costs					\$ -
<b>Total Operating Expenses</b>	\$ 14,462	\$ -	\$ -	\$ -	\$ 14,462
<b>Equipment Purchase</b>	\$ 9,000				\$ 9,000
<b>Subcontracts</b>					
(list each and attach separate budgets)					
<b>Travel &amp; Per Diem</b>	\$ 2,500	\$ -			\$ 2,500
<b>Other Costs (incentives)</b>	\$ 10,000				\$ 10,000
<b>Indirect Costs</b>	\$ 7,970	\$ -			\$ 7,970
<b>TOTAL</b>	\$ 69,932	\$ -	\$ -	\$ 74,272	\$ 144,204



COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0101

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

FROM: HUMAN RESOURCES AGENCY (Dept.)  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (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 HUMAN RESOURCES AGENCY, SANTA CRUZ COUNTY (Agency) and COMMUNITY BRIDGES (WIC), 236 SANTA CRUZ AVE, APTOS, CA 95003 (Name & Address)
- The agreement will provide OUTREACH AND ENROLLMENT SERVICES TO UNINSURED AND LOW INCOME FAMILIES IN SANTA CRUZ COUNTY.
- The agreement is needed TO CONTINUE THE HEALTH CARE OUTREACH PROJECT FOR F/Y 01/02.
- Period of the agreement is from 7/1/01 to 6/30/02
- Anticipated cost is \$ 15,904 (~~Fixed amount: Monthly rate~~; Not to exceed)
- Remarks: (formerly FNS-WIC) on continuing agreements list, W-9 on file Section II  
CONTACT: S. Pannick x8502
- Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 12193 Date 8-2-01  
are not available and will be encumbered.  
CC-14  
Was II / Now III  
By PS [Signature] Deputy.  
Grant Auditor - Controller

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 COUNTY OF SANTA CRUZ  
HUMAN RESOURCES AGENCY (Agency). County Administrative Officer

Remarks: [Signature] (Analyst) By [Signature] Date 8/03/01

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.  
PDM - 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



**COMMUNITY BRIDGES**  
Puentes de la Comunidad

July 19,2001

County of Santa Cruz  
Human Resources Agency  
Benefit Services Division  
Sherry Panick, Health Benefits Analyst  
119 W. Beach Street  
Watsonville, CA 95076

**RE: Packard Grant/Healthy Families FY 01/02 – WIC**

Dear Ms. ~~Panick~~<sup>Sherry</sup>:

Enclosed please find one (1) signed original of the above referenced contract between the County of Santa Cruz and Community Bridges dba: Women, Infants and Children Program (WIC).

If I can be of further assistance please feel free to contact me at 831/688-8840, Ext. 204 or email [miker@foodnut.org](mailto:miker@foodnut.org).

Sincerely,

Michael Robins  
Contracts Manager

Encl.

Cc: J. Aspden  
C. Benson  
C. Cavanaugh

[www.communitybridges.org](http://www.communitybridges.org)

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT 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 KNOWN AS FOOD & NUTRITION SERVICES, d.b.a. WIC PROGRAM hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to provide services to families and individuals to accomplish the following result:
  - A. All duties and responsibilities as outlined in the Scope of Work Attachment A.
  - B. Track outcome measurements and provide data in a timely manner, as requested by the COUNTY to ensure that grant reporting requirements are met.
  - C. Appoint an agency representative to attend Coalition meetings.
  - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Grantor for their approval.

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

On the basis of 12 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$15,904 for the period of July 1, 2001 through June 30, 2002.

Submit invoice for payment to:

Human Resources Agency  
Attn: FD04  
P.O. Box 1320  
Santa Cruz, CA 95061

3. TERM. The term of this contract shall be July 1, 2001 through June 30, 2002.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents

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

engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

- 6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_ / \_\_\_\_\_

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance 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 Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and 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 years after the expiration of the 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

Initial      /       
Contractor/County

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 the insurance policies shall be endorsed to contain the following clause:

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

Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061 Attn: Sherry Panick

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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061 Attn: Sherry Panick

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

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

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

1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTORs 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.

Initial SP / \_\_\_\_\_  
Contractor/County

- 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 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

a. 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 (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.


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

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (9) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

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

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

- 9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
- 10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

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

## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results:

Proposed Services = Community Bridges (CB), formerly known as Food & Nutrition Services, d.b.a. WIC Program proposes to continue its current health care outreach and enrollment program for WIC clients and expand it to include outreach and enrollment for clients of the three children's centers and training for the staff of its Child Care Food Program (CCFP). The requested funds will support an outreach worker at 22 hours/week for 12 months. Additional funds will cover travel, program supplies and printing.

Based on WIC program staff referrals and client requests, the outreach worker will set up appointments with WIC clients to enroll them in health care programs, providing translation services if needed. The outreach worker will provide services weekly at both the Watsonville and Santa Cruz WIC offices and may travel with WIC staff to other more remote locations. Through WIC's partnership with the Watsonville Family Resource Center (WFRC), the outreach worker will also provide informational materials and enrollment opportunities at the center's family activity events that are held throughout the year.

There are more than 100 low-income families served through the CB Child Care Division. The outreach worker will conduct outreach to the families of the three different centers through distribution of coalition materials regarding health care program options, including eligibility and application process information to parents. These materials will inform families of her availability to assist and enroll them by individual appointment, along with translation services.

The outreach worker will attend and distribute informational materials at Child and Adult Care Food Program's annual workshop for providers, and work with staff to distribute program materials to their 360 family child care home providers to ensure that providers and parents are aware of health care resources and her availability to assist and enroll families **by** appointment.

Proposed Outcomes:

- Coordinated health care outreach and enrollment efforts for three CB programs that serve families countywide.
- Enroll a minimum of 250 new children and families in Medi-Cal, Healthy Families or other low cost health insurance programs.
- Health care eligibility and enrollment information will be distributed to over 100 families at three child care centers and 360 home child care providers, increasing their knowledge of available health care resources.

CONTRACTOR will submit a monthly progress report on the activities outlined above.

CONTRACTOR will submit a monthly claim form by the 10<sup>th</sup> of the following month.

CONTRACTOR will appoint an Outreach Worker to attend quarterly Outreach Worker meetings.

Attachment A

Initial   
Contractor/County

12. 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.

13. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability insurance
- Attachment C: insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability insurance

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

1. CONTRACTOR

By: [Signature]  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_

4. COUNTY OF SANTA CRUZ

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

2. APPROVED AS TO INSURANCE:

By: [Signature] 7-24-2001  
 Risk Management

3. APPROVED AS TO FORM:

By: [Signature]  
 County Counsel

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

initial [Signature]  
 Contractor/County



**PACKARD GRANT BUDGET**  
**COMMUNITY BRIDGES (formerly Food & Nutrition) / WIC - Year 2**      0109  
 Budget Period 7/1/01 - 6/30/02

BUDGET CATEGORIES	PACKARD FOUNDATION	MAA	PROP 10	IN-KIND	TOTAL PROJECT BUDGET
<b>Personnel</b>					
Outreach Wkr/12.73/.625 FTE	\$ 9,747	\$ -	\$ 6,084	\$ -	\$ 15,831
					\$
					\$
<b>Total Salaries</b>	\$ 9,747	\$ -	\$ 6,084	\$ -	\$ 15,831
Fringe Benefits (31%)	\$ 3,078		\$ 935		\$ 4,013
<b>Total Personnel</b>	\$ 12,825	\$ -	\$ 7,019	\$ -	\$ 19,844
<b>Operating Expenses</b>					
General Expenses	\$ 200				\$ 200
Space Rent/Lease					\$
Printing	\$ 200				\$ 200
Equipment Rental					\$ -
Audit Costs					\$ -
<b>Total Operating Expenses</b>	\$ 400	\$ -	\$ -	\$ -	\$ 400
<b>Equipment Purchase</b>					\$ -
<b>Subcontracts</b>					
(list each and attach separate budgets)					
<b>Travel &amp; Per Diem</b>	\$ 500				\$ 500
<b>Other Costs</b>					
<b>Indirect Costs</b>	\$ 2,179		\$ 1,115		\$ 3,294
<b>Indirect Costs</b>					
<b>(TOTAL)</b>	\$ 15,904	\$ -	\$ 8,134	\$ -	\$ 24,038

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

01 10

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

FROM: HUMAN RESOURCES AGENCY (Dept.)  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)

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

1. Said agreement is between the SANTA CRUZ COUNTY HUMAN RESOURCE AGENCY (Agency)  
and FAMILIA CENTER, 711 E. CLIFF DR. SANTA CRUZ CA. 95060 (Name & Address)

2. The agreement will provide OUTREACH AND ENROLLMENT SERVICES TO UNINSURED AND LOW INCOME FAMILIES  
IN SANTA CRUZ COUNTY.

3. The agreement is needed TO CONTINUE THE HEALTH CARE OUTREACH PROJECT FOR FY 01/02.

4. Period of the agreement is from 7/1/01 to 6/30/02

5. Anticipated cost is \$ 10,764 (~~Fixed amount~~ Monthly rate; Not to exceed)

6. Remarks: W-9 ON FILE ON CONTINUED CONTRACT LIST SECTION II  
CONTACT: S. PANNICK x8502

7. Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 12270 Date 8-2-01  
CC-14 II as III  
GARY A. KNUTSON, Auditor - Controller  
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 SANTA CRUZ COUNTY  
HUMAN RESOURCES AGENCY (Agency).

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 8/03/01

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



# County of Santa Cruz

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## HUMAN RESOURCES AGENCY

Benefit Services Division

119 W. Beach Street, Watsonville, CA 95076  
PHONE: (831) 763-8500 FAX: (831) 763-8530

July 9, 2001

Familia Center  
Attn: Yolanda Gota  
711 E. Cliff Dr.  
Santa Cruz, CA 95060

**RE: Packard Grant FY01-02**

Dear Yolanda:

Attached you will find the Independent Contractor Agreement for FY01-02.

Please forward the contract to the appropriate person/department for review, initials and signature. **Please return to my attention on or before 4:00pm, July 20, 2001.**

If you have questions, please don't hesitate to call or email me at: (831) 763-8502 or [shepan2@vahoo.com](mailto:shepan2@vahoo.com).

Sincerely,

Sherry L. Panick  
Health Benefits Analyst  
119 W. Beach Street  
Watsonville, CA 95076

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, FAMILIA CENTER hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
  - A. All duties and responsibilities as outlined in the Scope of Work Attachment A.
  - B. Track outcome measurements and provide data in a timely manner, as requested by the COUNTY to ensure that grant reporting requirements are met.
  - C. Appoint an agency representative to attend Coalition meetings.
  - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Grantor for their approval.

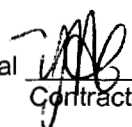
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

On the basis of 12 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$10,764 for the period of July 1, 2001 through June 30, 2002.

Submit invoice for payment to:

Human Resources Agency  
Attn: FD04  
P.O. Box 1320  
Santa Cruz, CA 95061

3. TERM. The term of this contract shall be July 1, 2001 through June 30, 2002.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Initial   
Contractor/County



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

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

Human Resources Agency  
 P.O. Box 1320  
 Santa Cruz, CA 95061 Attn: Sherry Panick

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency  
 P.O. Box 1320  
 Santa Cruz, CA 95061 Attn: Sherry Panick

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
  - 1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled 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.

Initial                       
 Contractor/County

- 4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.
- PRINCIPAL TEST. The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.
- SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.
- It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.
- By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.
9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
12. 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.

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

13. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance

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

1. CONTRACTOR

By: *Yolanda Reyes Lopez*  
 Address: *711 E. Cliff Drive*  
*Santa Cruz, CA 95060*  
 Telephone: *831-423-5747*

4. COUNTY OF SANTA CRUZ

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

2. APPROVED AS TO INSURANCE:

By: *Janet McKinley 7-24-2001*  
 Risk Management

3. APPROVED AS TO FORM:

By: *Jane M. Scott*  
 County Counsel

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

Initial *YRL*  
 Contractor/County



## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results:

*Proposed Services* – Familia Center currently has two part-time assistors, one of which is a Healthy Families Specialist, to conduct health care outreach and enrollment activities to those accessing Familia Center services. Special attention will be paid to those accessing the monthly food distribution held at the Center. In addition, the outreach specialist will attend community events in the Beach Flats and Lower Ocean neighborhoods and will provide health care insurance information. Recently, Familia Center has formed a linkage with Mid-Peninsula Housing, a low-income non-profit housing corporation with six sites in the County of Santa Cruz. Familia Center staff will conduct outreach and assist with Healthy Families applications at each of these sites: Scotts Valley, the Farm in Soquel, Marmos at Pinto Lake in Watsonville, the Golden Torch in Freedom, Murphy's Camp and the San Andreas Labor Camp. The Coalition will assist with providing outreach materials and incentives.

*Proposed Outcomes:*

- Familia Center will provide application assistance to 180 families resulting in 200 children enrollments.
- Familia Center will conduct outreach and assist with Healthy Families applications at each of these sites: Scotts Valley, the Farm in Soquel, Marmos at Pinto Lake in Watsonville, the Golden Torch in Freedom, Murphy's Camp and the San Andreas Labor Camp resulting in,90 applications being completed from these areas.

CONTRACTOR will submit a monthly progress report on the activities outlined above.

CONTRACTOR will submit a monthly claim form by the 10<sup>th</sup> of the following month.

CONTRACTOR will appoint an Outreach Worker to attend quarterly Outreach Worker meetings.

Attachment A

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

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

01 18

Subparagraph 6A(3) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and FAMILIA CENTER (hereinafter called CONTRACTOR) is amended to read as follows:

—/— 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.


—/— 2. Teacher. Instructor. Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

—/— 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: ATTENDING MEETINGS AND WRITTEN MATERIALS PREPARATION. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_  
date

By   
CONTRACTOR

COUNTY OF SANTA CRUZ

By \_\_\_\_\_

Attachment B

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

\_\_\_\_\_/\_\_\_\_\_Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

\_\_\_\_\_/\_\_\_\_\_Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

\_\_\_\_\_/\_\_\_\_\_Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

\_\_\_\_\_ date

By   
CONTRACTOR

COUNTY OF SANTA CRUZ

By \_\_\_\_\_

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

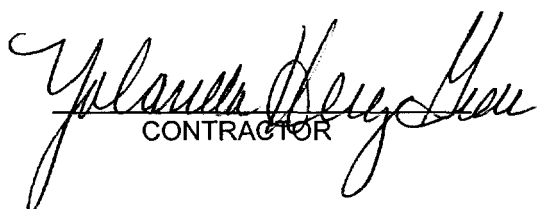
Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and FAMILIA CENTER (hereinafter called CONTRACTOR) is amended to read as follows:

\_\_\_\_\_ / \_\_\_\_\_ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTORS personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

\_\_\_\_\_ date

  
CONTRACTOR

COUNTY OF SANTA CRUZ

By \_\_\_\_\_  
Human Resources Agency

Attachment D

**PACKARD GRANT BUDGET**  
**FAMILIA CENTER -Year 2**  
**Budget Period 7/1/01 - 6/30/02**

*Heathley Families*

0121

BUDGET CATEGORIES	PACKARD FOUNDATION	MAA	PROP 10	IN-KIND	TOTAL PROJECT BUDGET
<b>Personnel</b>					
Outreach Wkr/\$12/.375 FTE	\$ 9,360		\$ 9,360		\$ 18,720
					\$
					\$
<b>Total Salaries</b>	\$ 9,360	\$ -	\$ 9,360	\$ -	\$ 18,720
<b>Fringe Benefits (15%)</b>	\$ 1,404		\$ 1,082		\$ 2,486
<b>Total Personnel</b>	\$ 10,764	\$ -	\$ 10,442	\$ -	\$ 21,206
<b>Operating Expenses</b>					
General Expenses	\$				\$
Space Rent/Lease					\$
Printing					\$
Equipment Rental					\$
Audit Costs					\$
<b>Total Operating Expenses</b>	\$ -	\$ -	\$ -	\$ -	\$
<b>Equipment Purchase</b>					\$
<b>Subcontracts</b> (list each and attach separate budgets)					
<b>Travel &amp; Per Diem</b>	\$ -				\$
<b>Other Costs</b>					
<b>Indirect Costs</b>	\$				\$
<b>TOTAL</b>	\$ 10,764	\$ -	\$ 10,442	\$ -	\$ 21,206

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0122

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

FROM: HUMAN RESOURCES AGENCY (Dept.)  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (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 SANTA CRUZ COUNTY HUMAN RESOURCE AGENCY (Agency) and MOUNTAIN COMMUNITY RESOURCES, P.O. BOX 105 BEN LOMOND, CA 95005 (Name & Address)
- The agreement will provide OUTREACH AND ENROLLMENT SERVICES TO UNINSURED AND LOW INCOME FAMILIES IN SANTA CRUZ COUNTY.
- The agreement is needed TO CONTINUE THE HEALTH CARE OUTREACH PROJECT FOR FY 01/03
- Period of the agreement is from 7/1/01 to 6/30/02
- Anticipated cost is \$ 9,024 ~~(Fixed amount; Monthly rate; Not to exceed)~~
- Remarks: (FORMERLY VALLEY RESOURCES CENTER) W-9 ON FILE ON CONTINUED CONTRACT LIST SECTION II  
CONTACT: S. PANNICK x8502
- Appropriations are budgeted in 392400 (Index#) 5191 (Subject)

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

Appropriations are available and have been encumbered. Contract No. 12197 Date 8-2-01  
are not will be  
CC-14  
was II / Now III  
GARY A. KNUTSON, Auditor - Controller  
By Pat Waugh 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 COUNTY OF SANTA CRUZ  
HUMAN RESOURCES AGENCY (Agency).  
County Administrative Officer

Remarks: GS (Analyst) By GS Date 8/03/01

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



# County of Santa Cruz

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## HUMAN RESOURCES AGENCY

Benefit Services Division

119 W. Beach Street, Watsonville, CA 95076  
PHONE: (831) 763-8500 FAX: (831) 763-8530

July 9, 2001

Mountain Community Resources  
Attn: Judy Sherman  
PO Box 105  
Ben Lomond, CA 95005

**RE: Packard Grant FY01-02**

Dear Judy:

Attached you will find the Independent Contractor Agreement for FY01-02.

Please forward the contract to the appropriate person/department for review, initials and signature. **Please return to my attention on or before 4:00pm, July 20, 2001.**

If you have questions, please don't hesitate to call or email me at: (831) 763-8502 or [shepan2@yahoo.com](mailto:shepan2@yahoo.com).

Sincerely,

Sherry L. Panick  
Health Benefits Analyst  
119 W. Beach Street  
Watsonville, CA 95076

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, MOUNTAIN COMMUNITY RESOURCES, FORMERLY KNOWN AS VALLEY RESOURCE CENTER hereinafter called CONTRACTOR. The parties agree as follows:

- 1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
  - A. All duties and responsibilities as outlined in the Scope of Work Attachment A.
  - B. Track outcome measurements and provide data in a timely manner, as requested by the COUNTY to ensure that grant reporting requirements are met.
  - C. Appoint an agency representative to attend Coalition meetings.
  - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Grantor for their approval.
  - E. Assist COUNTY to maximize Federal Medi-Cal revenue as outlined in Attachment E, entitled Medi-Cal Administration.

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

On the basis of 12 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$9,024 for the period of July 1, 2001 through June 30, 2002.

Submit invoice for payment to:

Human Resources Agency  
Attn: FD04  
P.O. Box 1320  
Santa Cruz, CA 95061

- 3. TERM. The term of this contract shall be July 1, 2001 through June 30, 2002.
- 4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - A. Any and all claims, demands, **losses**, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

Initial CHB /  
Contractor/County



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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_ / \_\_\_\_\_

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance 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 Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and 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 years after the expiration of the 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:

Initial   ZAB   / \_\_\_\_\_  
Contractor/County

"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 the insurance policies shall be endorsed to contain the following clause:

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

Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061 Attn: Sherry Panick

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061 Attn: Sherry Panick

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

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

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

1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Vomen/Disabled Owned Business Enterprises in CONTRACTORs 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 CONTRACTORs 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 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (9) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

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

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

- 9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
- 10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

Initial   EAB    
Contractor/County

12. 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.

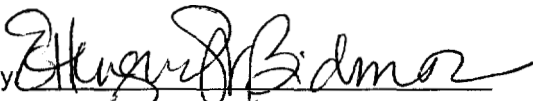
13. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance
- Attachment E: Medi-Cal Administration

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By:   
 Address: PO Box 105  
Ben Lomond, CA 95005  
 Telephone: 336 2553

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

2. APPROVED AS TO INSURANCE:

By:  7-24-2001  
 Risk Management

3. APPROVED AS TO FORM:

By:   
 County Counsel

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

Initial   
 Contractor/County

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results:

*Proposed Services* - The Health Care Outreach Worker (HCOW) will work closely with the school district nurse, Healthy Start family advocates and the Mountain Community Resources (MCR) In Home Visitor, to enroll eligible families in Healthy Families and/or Medi-Cal. In conjunction with health related screenings and clinics (i.e. vision, hearing and scoliosis screenings and immunization clinics) she will, in collaboration with the school nurse, identify families who have no insurance and make contact with them to assess their interest in applying, and assist them in the application process. The HCOW will also identify and contact potentially eligible families and assist them in completing applications.

San Lorenzo Valley Unified School District does not currently collect data on families' insurance coverage. With support from the MCR executive director and SLVUSD Director of Student Services, the HCOW will develop and implement a district-wide system for identifying students and families who are without health care coverage. Those families who may be eligible will be contacted, and if they are interested, will be assisted in completing applications.

*Proposed Outcomes:*

- The MCR will provide application assistance to and enroll 150 families in Medi-Cal and/or Healthy Families.
- The MCR in cooperation with SLVUSD will develop a mechanism to identify district students without health insurance and conduct enrollment activities for this population.

CONTRACTOR will submit a monthly progress report on the activities outlined above.

CONTRACTOR will submit a monthly claim form by the 10<sup>th</sup> of the following month.

CONTRACTOR will appoint an Outreach Worker to attend quarterly Outreach Worker meetings.

Attachment A

Initial   *AB*    
Contractor/County

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

0130

Subparagraph 6A(3) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and MOUNTAIN COMMUNITY RESOURCES, FORMERLY KNOWN AS VALLEY RESOURCE CENTER (hereinafter called CONTRACTOR) is amended to read as follows:

\_\_\_/\_\_\_ 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

\_\_\_/\_\_\_ 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

\_\_\_/\_\_\_ 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: ATTENDING MEETINGS AND WRITTEN MATERIALS PREPARATION. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_  
date

COUNTY OF SANTA CRUZ

By   
CONTRACTOR

By \_\_\_\_\_

Attachment B

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

~~\_\_\_\_\_ / \_\_\_\_\_~~ ~~Additional Insured [6B(2)]~~. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

~~\_\_\_\_\_ / \_\_\_\_\_~~ ~~Notice of Cancellation [6B(3)]~~. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

~~\_\_\_\_\_ / \_\_\_\_\_~~ ~~Certificate of Insurance [6B(4)]~~. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

\_\_\_\_\_ date

COUNTY OF SANTA CRUZ

By   
CONTRACTOR

By \_\_\_\_\_

Attachment C

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and MOUNTAIN COMMUNITY RESOURCES (hereinafter called CONTRACTOR) is amended to read as follows:


\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTORS personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

\_\_\_\_\_ date

COUNTY OF SANTA CRUZ

  
\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Human Resources Agency

Attachment D



MEDI-CAL ADMINISTRATION

CONTRACT NO

This attachment provides the framework for participating in the Medi-Cal Administration Activities (MAA) program. Participation in this program will allow CONTRACTOR to receive reimbursement, in the form of a contract extension to this Agreement, to provide continued outreach services to the community.

MUTUAL OBJECTIVES – Medi-Cal Administration

Both parties to the Agreement desire:

1. To assure that all Title XIX potentially eligible individuals and their families, where appropriate, served by CONTRACTOR, are informed of the Medi-Cal program, and about Medi-Cal covered services.
2. To assure that assistance is provided by CONTRACTOR to Medi-Cal eligible individuals, and their families where appropriate, in facilitating their receipt of Medi-Cal covered services.

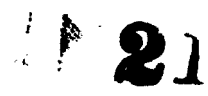
RESPECTIVE RESPONSIBILITIES – Medi-Cal Administration

COUNTY agrees to:

1. Submit CONTRACTOR MAA claims to STATE.
2. Forward CONTRACTOR MAA claim funds to CONTRACTOR, in the form of a contract extension, after their receipt from STATE.
3. Retain a fee equaling 2% of claim funds received as a result of claim submittal to support the administration of the MAA program.
4. Designate an employee to act as liaison with CONTRACTOR for issues concerning the MAA program.
5. Maintain copy of CONTRACTOR MAA claims and associated backup documentation for a period of three years after claim submission; or, if an audit is in process, three years after the completion of the audit.
6. Make audit files available to STATE or Federal auditors and respond to inquiries concerning CONTRACTOR MAA claims.

CONTRACTOR agrees to:

1. Account for the activities of staff conducting MAA activities in accordance with the provisions of W & I Code 14132.47 via the STATE approved time survey instrument.
2. Designate an employee to act as liaison with COUNTY for issues concerning the MAA program.
3. Ensure all participating CONTRACTOR staff participating in Title XIX Medi-Cal administrative claiming are appropriately trained and kept informed of applicable MAA information and requirements for claiming.
4. Ensure that all MAA claiming is conducted in accordance with applicable County, State and federal regulations, policies and procedures.
5. Determine appropriate methodologies to compute the percentage of Medi-Cal recipients on a quarterly basis.
6. Develop guidelines for establishing and maintaining agency wide audit files that are consistent with procedures outlined by State and County, and ensure that audit files are kept current.
7. Ensure no duplicative billings.
8. Retain all appropriate records and documents for a three year period after the claim submittal or revision; or if an audit is in process, three years after the completion of the audit.





**PACKARD GRANT BUDGET**  
**MOUNTAIN COMMUNITY RESOURCES -Year 2**  
**Budget Period 7/1/01 - 6/30/02**

0135

BUDGET CATEGORIES	PACKARD FOUNDATION	MAA	PROP 10	IN-KIND	TOTAL PROJECT BUDGET
<b>Personnel</b>					
Outreach Wkr/\$12.15/.25 FTE		\$ 6,240.00	\$ 7,410.00		\$ 13,650
Program Sup./18.90/.02 FTE		\$ 491.00	\$ -		\$ 491
Position/salary/FTE			\$ -		\$ -
<b>Total Salaries</b>	\$ -	\$ 6,731.00	\$ 7,410.00	\$ -	\$ 14,141
Fringe Benefits (11%)		\$ 740.00	\$ 1,614.00		\$ 2,354
<b>Total Personnel</b>	\$ -	\$ 7,471.00	\$ 9,024.00	\$ -	\$ 16,495
<b>Operating Expenses</b>					
General Expenses		\$ -	\$ -		\$ -
Space Rent/Lease		\$ 233.00	\$ -		\$ 233
Printing		\$ 110.00	\$ -		\$ 110
Equipment Rental			\$ -		\$ -
Audit Costs			\$ -		\$ -
<b>Total Operating Expenses</b>	\$ -	\$ 343.00	\$ -	\$ -	\$ 343
<b>Equipment Purchase</b>					\$ -
<b>Subcontracts</b> (list each and attach separate budgets)					
<b>Travel &amp; Per Diem</b>		\$ 400	\$ -		\$ 400
<b>Other Costs</b>					\$ -
<b>Indirect Costs</b>		\$ 810	\$ -		\$ 810
<b>TOTAL</b>	\$ -	\$ 9,024	\$ 9,024	\$ -	\$ 18,048

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0136

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

FROM: HUMAN RESOURCES AGENCY (Dept.)  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (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 SANTA CRUZ COUNTY HUMAN RESOURCE AGENCY (Agency) and PAJARO VALLEY UNIFIED SCHOOL DISTRICT, 294 GREEN VALLEY RD. WATSONVILLE, CA 95076 (Name & Address)
- The agreement will provide OUTREACH AND ENROLLMENT SERVICES TO UNINSURED AND LOW INCOME FAMILIES IN SANTA CRUZ COUNTY
- The agreement is needed TO CONTINUE THE HEALTH CARE OUTREACH PROJECT FOR FY 01/02
- Period of the agreement is from 7/1/01 to 6/30/02
- Anticipated cost is \$ 24,000 (Fixed amount, Monthly rate; Not to exceed)
- Remarks: W-9 ON FILE ON CONTINUED CONTRACT LTST SECTION II.  
CONTACT: S. PANNICK x8502
- Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations \_\_\_\_\_ available and have been encumbered. Contract No. 12198 Date 8-2-01  
are not will be

CC-14 Was II / Now III

GARY A. KNUTSON, Auditor - Controller  
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 COUNTY OF SANTA CRUZ  
HUMAN RESOURCES AGENCY (Agency).

Remarks ES (Analyst)

County Administrative Officer  
By Ed Sch... Date 8/03/01

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



# County of Santa Cruz

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## HUMAN RESOURCES AGENCY

Benefit Services Division

119 W. Beach Street, Watsonville, CA 95076

PHONE: (831) 763-8500 FAX: (831) 763-8530

July 9, 2001

Pajaro Valley Unified School District  
Attn: Bonnie Gutierrez  
294 Green Valley Road  
Watsonville, CA 95076

**RE: Packard Grant FY01-02**

Dear Bonnie:

Attached you will find the independent Contractor Agreement for FY01-02.

Please forward the contract to the appropriate person/department for review, initials and signature. **Please return to my attention on or before 4:00pm, July 20, 2001.**

If you have questions, please don't hesitate to call or email me at: (831) 763-8502 or [shepan2@yahoo.com](mailto:shepan2@yahoo.com).

Sincerely,

Sherry L. Panick  
Health Benefits Analyst  
119 W. Beach Street  
Watsonville, CA 95076

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, PAJARO VALLEY UNIFIED SCHOOL DISTRICT/HEALTHY START hereinafter called CONTRACTOR. The parties agree as follows:

- 1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
  - A. All duties and responsibilities as outlined in the Scope of Work Attachment A.
  - B. Track outcome measurements and provide data in a timely manner, as requested by the COUNTY to ensure that grant reporting requirements are met.
  - C. Appoint an agency representative to attend Coalition meetings.
  - D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Grantor for their approval,
  - E. Assist COUNTY to maximize Federal Medi-Cal revenue as outlined in Attachment E, entitled Medi-Cal Administration.

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On the basis of 12 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$24,000 for the period of July 1, 2001 through June 30, 2002.

Submit invoice for payment to:

Human Resources Agency  
Attn: FD04  
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- 3. TERM. The term of this contract shall be July 1, 2001 through June 30, 2002.
- 4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

Initial M / 1  
Contractor/County

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding). <sup>0139</sup>

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_ / \_\_\_\_\_

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance 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 Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and 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 years after the expiration of the 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:







12. 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.


13. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance
- Attachment E: Medi-Cal Administration

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By:   
 Address: 194 Green Valley Road  
Watsonville, CA 95076  
 Telephone: 831-786-2100

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

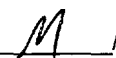
2. APPROVED AS TO INSURANCE:

By:  7-24-2001  
 Risk Management

3. APPROVED AS TO FORM:

By:   
 County Counsel

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

Initial   
 Contractor/County

## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results:

*Proposed Services:* Pajaro Valley Unified School District/Healthy Start will continue to house an outstationed Medi-Cal Eligibility Worker (EW), on site, at the Healthy Start Resource Center to enroll families in Medi-Cal and Healthy Families. Healthy Start staff will screen potentially eligible families and schedule appointments with the EW. The Healthy Start Service Team (HSST) will continue to contact families and inform them of the Healthy Families, Medi-Cal and California Kids programs. The HSST will continue to provide application and enrollment assistance to contacted families.

*Proposed Outcomes:*

- The Healthy Start Service Team will make 800 contacts with families informing them of the Healthy Families/Medi-Cal and other health insurance programs as appropriate.
- The Healthy Start Service Team will assist 60 families with applications and enrollment.

CONTRACTOR will submit a monthly progress report on the activities outlined above.

CONTRACTOR will submit a monthly claim form by the 10<sup>th</sup> of the following month.

CONTRACTOR will appoint an Outreach Worker to attend quarterly Outreach Worker meetings.

Attachment A

Initial MI  
Contractor / County

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

0144

Subparagraph 6A(3) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and PAJARO VALLEY UNIFIED SCHOOL DISTRICT/HEALTHY START (hereinafter called CONTRACTOR) is amended to read as follows:

    /     1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

— / — 2. Teacher. Instructor. Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

— / — 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: ATTENDING MEETINGS AND WRITTEN MATERIALS PREPARATION. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_  
\_\_\_\_\_ date

COUNTY OF SANTA CRUZ

By  \_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Attachment B

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

\_\_\_\_\_/\_\_\_\_\_Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

\_\_\_\_\_/\_\_\_\_\_Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

\_\_\_\_\_/\_\_\_\_\_Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_ date

COUNTY OF SANTA CRUZ

By  \_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and PAJARO VALLEY UNIFIED SCHOOL DISTRICT/HEALTHY START (hereinafter called CONTRACTOR) is amended to read as follows:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_ Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTORS personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

\_\_\_\_\_ date

  
CONTRACTOR

COUNTY OF SANTA CRUZ

By \_\_\_\_\_  
Human Resources Agency

Attachment D

MEDI-CAL ADMINISTRATION

CONTRACT NO.

This attachment provides the framework for participating in the Medi-Cal Administration Activities (MAA) program. Participation in this program will allow CONTRACTOR to receive reimbursement, in the form of a contract extension to this Agreement, to provide continued outreach services to the community.

MUTUAL OBJECTIVES – Medi-Cal Administration

Both parties to the Agreement desire:

1. To assure that all Title XIX potentially eligible individuals and their families, where appropriate, served by CONTRACTOR, are informed of the Medi-Cal program, and about Medi-Cal covered services.
2. To assure that assistance is provided by CONTRACTOR to Medi-Cal eligible individuals, and their families where appropriate, in facilitating their receipt of Medi-Cal covered services.

RESPECTIVE RESPONSIBILITIES – Medi-Cal Administration

COUNTY agrees to:

1. Submit CONTRACTOR MAA claims to STATE.
2. Forward CONTRACTOR MAA claim funds to CONTRACTOR, in the form of a contract extension, after their receipt from STATE.
3. Retain a fee equaling 2% of claim funds received as a result of claim submittal to support the administration of the MAA program.
4. Designate an employee to act as liaison with CONTRACTOR for issues concerning the MAA program.
5. Maintain copy of CONTRACTOR **MAA** claims and associated backup documentation for a period of three years after claim submission: or, if an audit is in process, three years after the completion of the audit.
6. Make audit files available to STATE or Federal auditors and respond to inquiries concerning CONTRACTOR MAA claims.

CONTRACTOR agrees to:

1. Account for the activities of staff conducting MAA activities in accordance with the provisions of W & I Code 14132.47 via the STATE approved time survey instrument.
2. Designate an employee to act as liaison with COUNTY for issues concerning the MAA program.
3. Ensure all participating CONTRACTOR staff participating in Title XIX Medi-Cal administrative claiming are appropriately trained and kept informed of applicable MAA information and requirements for claiming.
4. Ensure that all MAA claiming is conducted in accordance with applicable County, State and federal regulations, policies and procedures.
5. Determine appropriate methodologies to compute the percentage of Medi-Cal recipients on a quarterly basis.
6. Develop guidelines for establishing and maintaining agency wide audit files that are consistent with procedures outlined by State and County, and ensure that audit files are kept current.
7. Ensure no duplicative billings.
8. Retain all appropriate records and documents for a three year period after the claim submittal or revision: or if an audit is in process, three years after the completion of the audit.

**JOINT RESPONSIBILITIES – Medi-Cal Administration**

COUNTY and CONTRACTOR hereby agree to comply with all the applicable laws governing the confidentiality of client information, for clients served under this Agreement. Applicable laws include, but are not limited to, 42 USC Section 1320c-9, 42 CFR Section 41,300, Welfare and Institutions Code, Section 14100.2 and 22 CCR Section 51009.

**FISCAL PROVISIONS – Medi-Cal Administration**

1. COUNTY will be held harmless from any federal disallowance resulting from payment made to CONTRACTOR. If CONTRACTOR has received payments, it shall be liable for any federal disallowance made with respect to those payments. COUNTY shall recoup from CONTRACTOR the amount of any disallowance in the manner authorized by applicable laws and regulations.
2. Both parties to this Agreement recognize that CONTRACTOR is liable only for **its** own audit exception and has no liability for any other entity which may enter into a similar Agreement with the COUNTY or State for Medi-Cal Administration.

Attachment E

Initials: M /  
Contractor / County



**PACKARD GRANT BUDGET**  
**PAJARO VALLEY UNIFIED SCHOOL DISTRICT/ HEALTHY START - Year 2**  
**Budget Period 7/1/01 - 6/30/02**

BUDGET CATEGORIES	PACKARD FOUNDATION	MAA	PROP 10	IN-KIND	TOTAL PROJECT BUDGET
<b>Personnel</b>					
3 Registration Specialists/1.0 FTE	\$ -	\$ 14,334		\$ 53,776 \$ 53,776	\$ 68,110
Nurse/1.0 FTE				\$ 45,512	\$ 45,512
Position/salary/FTE					\$ -
<b>Total Salaries</b>	\$ -	\$ 14,334	\$ -	\$ 99,288	\$ 113,622
Fringe Benefits (55%)	\$ -	\$ 7,884		\$ 54,608	\$ 62,492
<b>Total Personnel</b>	\$ -	\$ 22,218	\$ -	\$ 153,896	\$ 176,114
<b>Operating Expenses</b>					
General Expenses					\$ -
Space Rent/Lease				\$ 12,000	\$ 12,000
Printing					\$ -
Equipment Rental				\$ 1,250	\$ 1,250
Audit Costs					\$ -
<b>Total Operating Expenses</b>	\$ -	\$ -	\$ -	\$ 13,250	\$ 13,250
<b>Equipment Purchase</b>					\$ -
<b>Subcontracts</b> (list each and attach separate budgets)					
<b>Travel &amp; Per Diem</b>					\$ -
<b>(Other Costs)</b>					\$ -
<b>Indirect Costs</b>	\$ -	\$ 1,782		\$ 7,471	\$ 9,253
<b>TOTAL</b>	\$ -	\$ 24,000	\$ -	\$ 174,617	\$ 198,617

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0150

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

FROM: HUMAN RESOURCE AGENCY (Dept.)  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (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 SANTA CRUZ COUNTY HUMAN RESOURCE AGENCY (Agency)  
and SANTA CRUZ CITY SCHOOLS, 2931 MISSION ST. SANTA CRUZ, CA 95060 (Name & Address)
- The agreement will provide OUTREACH AND ENROLLMENT SERVICES TO UNINSURED AND LOW INCOME FAMILIES  
IN SANTA CRUZ COUNTY
- The agreement is needed TO CONTINUE THE HEALTH CARE OUTREACH PROJECT FOR FY 01/02.
- Period of the agreement is from 7/1/01 to 6/30/02
- Anticipated cost is \$ 19,081 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: W-9 ON FILE ON CONTINUED CONTRACT LIST SECTION II  
CONTACT: S. PANNICK x8502
- Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 12273 Date 8-2-01  
are not will be

GARY A. KNUTSON Auditor - Controller  
By [Signature] Deputy.

CC-14 / was II - Now III

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 COUNTY OF SANTA CRUZ  
HUMAN RESOURCES AGENCY (Agency).  
County Administrative Officer

Remarks: [Signature] (Analyst) By [Signature] Date 8/03/01

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

# *Santa Cruz* *city Schools*

2931 Mission Street • Santa Cruz, California 95060 • (831)429-3800 • FAX429-3072

*ROY G. NELSON*  
Superintendent of  
Schools

*DON IGLESIAS*  
Assistant Superintendent  
Instruction

*RICHARD MOSS*  
Assistant Superintendent  
Business

*KEITH PARKHURST*  
Assistant Superintendent  
Human Resources

July 23, 2001

County of Santa Cruz  
Human Resources Agency  
Benefit Services Division  
119 W. Beach Street  
Watsonville, CA 95076

Attn: Sherry L Panick, Health Benefits Analyst

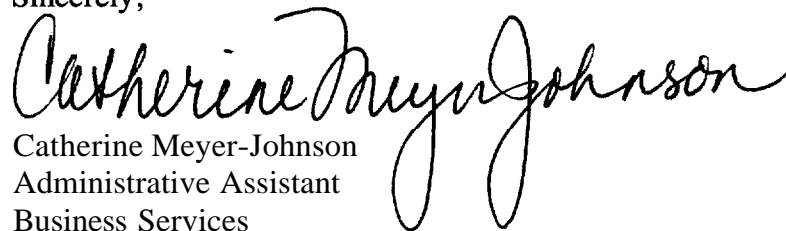
Re: Packard Grant for Santa Cruz City Schools, F& 01-02

Dear Sherry:

Per our telephone conversation today, attached please find the Packard Grant contract, signed by Richard C. Moss, Assistant Superintendent, Business Services. Please forward a fully signed copy of the contract to Mary Ann Tong at the address above.

If you have any questions, please call us at 429-3880.

Sincerely,



Catherine Meyer-Johnson  
Administrative Assistant  
Business Services

Enclosure

cc/enc: Mary Ann Tong, Health Services

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July 2001 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, SANTA CRUZ CITY SCHOOLS hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

- A. All duties and responsibilities as outlined in the Scope of Work Attachment A.
- B. Track outcome measurements and provide data in a timely manner, as requested by the COUNTY to ensure that grant reporting requirements are met.
- C. Appoint an agency representative to attend Coalition meetings.
- D. Submit any desired changes in the delivery of services and expenditures to the COUNTY for submission to the Grantor for their approval.

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

On the basis of 12 appropriate monthly claims submitted to the Human Resources Agency. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this agreement exceed the sum of \$19,081 for the period of July 1, 2001 through June 30, 2002.

Submit invoice for payment to:

Human Resources Agency  
Attn: FD04  
P.O. Box 1320  
Santa Cruz, CA 95061

3. TERM. The term of this contract shall be July 1, 2001 through June 30, 2002.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Initial Rcm  
Contractor/County

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_ / \_\_\_\_\_

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance 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 Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and 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 years after the expiration of the 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."

Initial Rew  
Contractor/County

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

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

Human Resources Agency  
 P.O. Box 1320  
 Santa Cruz, CA 95061 Attn: Sherry Panick

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency  
 P.O. Box 1320  
 Santa Cruz, CA 95061 Attn: Sherry Panick

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

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

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

1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled 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.

Initial APW  
 Contractor/County

- 4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

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

- 9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
- 10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- 12. 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.

Initial Reney  
Contractor/County

13. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: Richard Cross  
 Asst. Supt., Business  
 Address: Santa Cruz City Schools  
2931 Mission St.  
Santa Cruz, CA 95060  
 Telephone: (831) 429-3880

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

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 7-24-2001  
 Risk Management

3. APPROVED AS TO FORM:

By: Jane M. Scott  
 County Counsel

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

Initial RCW  
 Contractor/County



## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

SCOPE OF WORK

DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results:

*Proposed Services* –The Santa Cruz City Schools School Health Clerk will identify those families who do not have health insurance at each of the District's 13 schools and create a "Hot Prospect List". A School/Community Coordinator will contact the families. The School Community Coordinator will be a trained "application assistor" who will make home visits or provide on campus assistance. The School/Community Coordinator will also follow up with families to determine if they are using the insurance, if there are any barriers to using the insurance or if they have any questions regarding the insurance. A second prospect list will be created from the families without health insurance who do not request information. The School Social Worker will provide overall case management and coordination of the project. The Coordinator of Health Services will provide Central Office and administrative support.

The School/Community Coordinator will also participate in Open House, Back to School Night, Teen Health Week, Kindergarten enrollment and other school functions where families are present. The Coalition will provide outreach materials, incentives and application assistors.

*Proposed Outcomes:*


- The School/Community Coordinator will contact 70% (1,240) of the families who do not have health insurance.
- At least 50% (620) of families contacted will enroll in Healthy Families, Medi-Cal or California Kids.
- At the end of 6 months enrolled families will receive at least one follow up contact.
- The School/Community Coordinator will participate in Open House, Back to School Night, Teen Health Week and Kindergarten enrollment functions to distribute literature and answer questions about health insurance options.

CONTRACTOR will submit a monthly progress report on the activities outlined above.

CONTRACTOR will submit a monthly claim form by 10<sup>th</sup> of the following month.

CONTRACTOR will appoint an Outreach Worker to attend quarterly Outreach Worker meetings.

Attachment A

Initial   
Contractor/County

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

0158

Subparagraph 6A(3) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and SANTA CRUZ CITY SCHOOLS (hereinafter called CONTRACTOR) is amended to read as follows:

—/ — 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

—/ — 2. Teacher. Instructor. Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

—/ — 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: ATTENDING MEETINGS AND WRITTEN MATERIALS PREPARATION. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_  
date

COUNTY OF SANTA CRUZ

By Richard Cross  
CONTRACTOR

By \_\_\_\_\_

Attachment B

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

\_\_\_\_\_/\_\_\_\_\_Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

\_\_\_\_\_/\_\_\_\_\_Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

\_\_\_\_\_/\_\_\_\_\_Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_ date

COUNTY OF SANTA CRUZ

By Richard Cross BY \_\_\_\_\_  
CONTRACTOR

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and SANTA CRUZ CITY SCHOOLS (hereinafter called CONTRACTOR) is amended to read as follows:

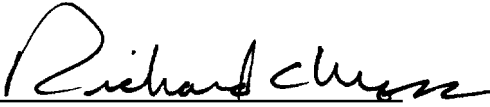
\_\_\_\_\_/\_\_\_\_\_  
Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

\_\_\_\_\_ date

COUNTY OF SANTA CRUZ

 By \_\_\_\_\_  
CONTRACTOR Human Resources Agency

Attachment D

**PACKARD GRANT BUDGET**  
**SANTA CRUZ CITY SCHOOLS - Year 2**  
 Budget Period 711101 - 6130102

0161

BUDGET CATEGORIES	PACKARD FOUNDATION	MAA	PROP 10	IN-KIND	TOTAL PROJECT BUDGET
<b>Personnel</b>					
Com.Coordinator/\$13.10/.5	\$ 9,173			\$ 4,077	\$ 13,250
Soc.Wkr./\$51,520yr/.05 FTE	\$ 2,576			\$ 4,680	\$ 7,256
Dir. Health Svcs/\$74,000/.05 FTE	\$ -			\$ 3,700	\$ 3,700
<b>Total Salaries</b>	\$ 11,749	\$ -	\$ -	\$ 12,457	\$ 24,206
Fringe Benefits (54.5%)	\$ 6,950			\$ 4,106	\$ 11,056
<b>Total Personnel</b>	\$ 18,699	\$ -	\$ -	\$ 16,563	\$ 35,262
<b>Operating Expenses</b>					
General Expenses	\$ 382			\$ 400	\$ 782
Space Rent/Lease					\$ -
Printing					\$ -
Equipment Rental					\$ -
Audit Costs					\$ -
<b>Total Operating Expenses</b>	\$ 382	\$ -	\$ -	\$ 400	\$ 782
<b>Equipment Purchase</b>					\$ -
<b>Subcontracts</b> (list each and attach separate budgets)					
<b>Travel &amp; Per Diem</b>					\$ -
<b>Other Costs</b>					\$ -
<b>Indirect Costs</b>					\$ -
<b>TOTAL</b>	\$ 19,081	\$ -	\$ -	\$ 16,963	\$ 36,044

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0162

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

FROM: HUMAN RESOURCES AGENCY (Dept.)  
\_\_\_\_\_  
(Signature) \_\_\_\_\_ (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 SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY (Agency) and S.C. COMMUNITY COUNSELING CENTER, 195A HARVEY WEST BLVD. SANTA CRUZ CA 95060 (Name & Address)
- The agreement will provide OUTREACH AND ENROLLMENT SERVICES TO UNINSURED AND LOW INCOME FAMILIES IN SANTA CRUZ COUNTY.
- The agreement is needed TO CONTINUE THE HEALTH CARE OUTREACH PROJECT FOR FY 01/02.
- Period of the agreement is from 7/1/01 to 6/30/02
- Anticipated cost is \$ 22,180 (~~Fixed amount, Monthly rate, Not to exceed~~)
- Remarks: W-9 ON FILE ON CONTINUED CONTRACT LIST SECTION II.  
CONTACT: S PANNICK 8502
- Appropriations are budgeted in 392400 (Index#) 5191 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 12195 Date 8-2-01  
are not available and will be encumbered.  
GARY A. KNUTSON, Auditor - Controller  
By PS Blough 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 COUNTY OF SANTA CRUZ  
HUMAN RESOURCES AGENCY (Agency).

Remarks: ES (Analyst) By Ed Schu cer 8/3/01  
Date

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

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Orig noting Dept. - Goldenrod  
  
\*To Orig. Dept. if rejected.  
**21**  
M 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



engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_ / \_\_\_\_\_

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance 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 Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and 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 years after the expiration of the 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

Initial Sh / \_\_\_\_\_  
Contractor/County



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 the insurance policies shall be endorsed to contain the following clause:

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

Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061 Attn: Sherry Panick

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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency  
P.O. Box 1320  
Santa Cruz, CA 95061 Attn: Sherry Panick

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

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

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

1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTORs 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.

Initial Sh  
Contractor/County

- 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 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

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

- 9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
- 10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

Initial Sh \_\_\_\_\_  
Contractor/County

12. 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.

13. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment A: Scope of Work
- Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance
- Attachment C: Insurance Representations by Contractor
- Attachment D: Amendment of Automobile Liability Insurance

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: [Signature]

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

Address: 195 A Harvey West Blvd  
Santa Cruz CA 95060  
Telephone: 831-469-1700

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 724-2001  
Risk Management

3. APPROVED AS TO FORM:

By: Jane M. Scott  
County Counsel

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

Initial Jm  
Contractor/County



AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

0169

Subparagraph 6A(3) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and SANTA CRUZ COMMUNITY COUNSELING CENTER (hereinafter called CONTRACTOR) is amended to read as follows:

—/— 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

—/— 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

—/— 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: ATTENDING MEETINGS AND WRITTEN MATERIALS PREPARATION. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_  
\_\_\_\_\_ date

COUNTY OF SANTA CRUZ

By  \_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Attachment B

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

\_\_\_\_\_/\_\_\_\_\_ Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

\_\_\_\_\_/\_\_\_\_\_ Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

\_\_\_\_\_/\_\_\_\_\_ Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s):

\_\_\_\_\_ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_ date

By  \_\_\_\_\_  
CONTRACTOR

COUNTY OF SANTA CRUZ

By \_\_\_\_\_

ADMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and SANTA CRUZ COMMUNITY COUNSELING CENTER (hereinafter called CONTRACTOR) is amended to read as follows:

\_\_\_\_\_/\_\_\_\_\_  
Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective

\_\_\_\_\_ date

  
\_\_\_\_\_  
CONTRACTOR

COUNTY OF SANTA CRUZ

By \_\_\_\_\_  
Human Resources Agency

Attachment D

**PACKARD GRANT BUDGET**  
**SANTA CRUZ COMMUNITY COUNSELING CENTER -Year 2**  
 Budget Period 7/1/01 - 6/30/02

0172

BUDGET CATEGORIES	PACKARD FOUNDATON	MAA	PROP 10	IN-KIND	TOTAL PROJECT BUDGET
<b>Personnel</b>					
Eligibility Wkr/.75 FTE	\$ 16,500	\$			\$ 16,500
					\$
					\$
<b>Total Salaries</b>	\$ 16,500	\$ -	\$	\$	\$ 16,500
Fringe Benefits (21 %)	\$ 3,428	\$			\$ 3,428
<b>Total Personnel</b>	\$ 19,928	\$ -	\$	\$ -	\$ 19,928
<b>Operating Expenses</b>					
General Expenses					\$ -
Space Rent/Lease					\$ -
Printing					\$ -
Equipment Rental					\$ -
Audit Costs					\$ -
<b>Total Operating Expenses</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Equipment Purchase</b>					\$ -
<b>Subcontracts</b>					
(list each and attach separate budgets)					
<b>Travel &amp; Per Diem</b>					\$
<b>Other Costs</b>					\$ -
<b>Indirect Costs</b>	\$ 2,252	\$			\$ 2,252
<b>TOTAL</b>	\$ 22,180	\$ -	\$	\$ -	\$ 22,180