



County of Santa Cruz⁰¹⁵⁹

HEALTH SERVICES AGENCY

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

HEALTH SERVICES AGENCY
ADMINISTRATION

October 9, 2001

AGENDA: November 6, 2001

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

RE: Approval of HSA Contract Agreements and Amendments

Dear Members of the Board:

The Health Services Agency (HSA) is requesting your Board's approval on the following contract agreements and amendments.

Various Individual and Group Therapists – In this year's budget, HSA augmented funding for therapists who provide individual and group therapy services under a master agreement to persons with HIV referred by HSA's Early Intervention Program. This augmentation provided for an increase in the hourly payment rate from \$40 to \$50 per hour. The updated master agreement incorporates this rate change and updates to contract language to reflect current county standards. The therapy services are federally funded through the Ryan White Title III AIDS C.A.R.E. Act. This master agreement is on going and was included as a Section I item on the Continuing Agreements List for 2001-02.

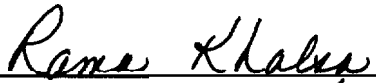
Easter Seals Central California – This on-going agreement provides reimbursements to California Children's Services (CCS) families for out-of-pocket expenses associated with their child's CCS medical care. HSA recently received notification from the State Department of Health Services that the reimbursement rates for CCS families have been increased for fiscal year 2001-02. The new CCS family reimbursement rates necessitate a \$24,000 augmentation to the Easter Seals agreement for a new maximum amount of \$36,000. This is an on-going agreement and was included as a Section I item on the Continuing Agreements List for 2001-02.

Sufficient funds exist within HSA's budget to implement these agreements and amendments and no new county funds are needed or requested.

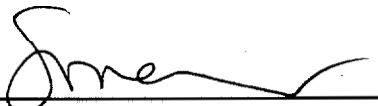
It is, therefore, RECOMMENDED that your Board:

1. Approve the agreements with: Various Early Intervention Program (EIP) Counselors, Master Agreement No. 1629, increasing the hourly rate to \$50 and Easter Seals Central California, Contract No. 2314, increasing the annual maximum amount to \$36,000, to provide various health services and authorize the Health Services Administrator to sign.

Sincerely,


Rama Khalsa, Ph.D. *LK 9/11*
Health Services Administrator

RECOMMENDED:


Susan A. Mauriello
County Administrative Officer

Attachments: ADM-29's

cc: County Administrative Office
Auditor-Controller
County Counsel
HSA Administration

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0161

To: Board of supervisors
County Administrative Office
Auditor Controller

FROM: HEALTH SERVICES AGENCY (Department)

BY: [Signature] (Signature) 10/12/01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

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

1. Said agreement is between the HEALTH SERVICES AGENCY (Department/Agency)
and VARIOUS INDIVIDUAL AND GROUP THERAPISTS (Master Agreement) (Name/Address)

2. The agreement will provide individual and group therapy in contractor's specialty for the
Early Intervention Program (EIP).

3. Period of the agreement is from July 1, 2001 to June 30, 2002 (continuous)

4. Anticipated Cost is \$ \$50/hourly rate Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: agreement updated for 2001/2002 for EEO language and new rate of \$50 per hour

5. Detail: On Continuing Agreements List for FY 01 - 02. Page CC- 7 Contract No: 11629 OR 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8 Section I
 Section III Board letter required
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 362310 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered. Contract No: 11629-01
are not will be By: [Signature] Date: 10/24/01
I know it Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
HSA Administrator (Dept/Agency Head) to execute on behalf of the
Health Services Agency (Department/Agency)

Date 10-29-01 By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I [Signature] 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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____ \$ _____
Document No. JE Amount Lines H/TL Keyed By Date
TC110 _____ \$ _____ / _____
Auditor Description Amount Index Sub object User Code

40

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY

Individual and Group Therapy Services -- Early Intervention Program (Master Agreement)

THIS CONTRACT is entered into this _____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
 - A. Provide scheduled individual therapy sessions for persons with HIV referred by the COUNTY's Early Intervention Program (EIP). COUNTY and CONTRACTOR shall mutually agree on the number of clients CONTRACTOR will carry in its caseload.
 - B. Facilitate scheduled group therapy sessions in CONTRACTOR's specialty for persons with HIV referred by COUNTY's Early Intervention Program.
 - C. As requested, attend group meetings with EIP staff and other medical, mental health, and/or case management staff members to discuss clinical and administrative matters. It is anticipated that there will be six to eight such meetings per year.
 - D. Maintain such clinical records and billing and time logs as required by the Early Intervention Program.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **a rate of \$50.00 per hour for individual therapy sessions, for group therapy sessions, and for attendance at scheduled meetings.** CONTRACTOR shall invoice on the form and in the manner required by COUNTY.
3. TERM. The term of this contract shall be: from date of execution until terminated in accordance with Paragraph 4.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
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, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR's performance under the terms of this 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).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum 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.

A. Types of Insurance and Minimum Limits

1. Worker's Compensation in the minimum statutorily required coverage amounts. (Not required if CONTRACTOR has no employees).

2. CONTRACTOR hereby represents that it does not own, operate, or utilize a business vehicle, but rather a personal vehicle will be used only incidentally in traveling to and from CONTRACTOR's place of residence, business, or one principal COUNTY facility in accomplishing the result required under this Agreement. In reliance on said representation, COUNTY hereby waives any and all requirements herein relating to Automobile Liability coverage.

3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability. This provision may be waived if CONTRACTOR and COUNTY Risk Manager both initial here ____/____.

4. Professional Liability Insurance in the minimum amount of \$1,000,000.00.

B. Other Insurance Provisions

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

2. CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation or non-renewal of any insurance coverage required herein.

3. CONTRACTOR agrees to provide COUNTY, at or before the effective date of this Contract, with a copy of the face page of any required insurance coverage in force on the effective date of this Contract and any new or renewal policies effective during the term of the Contract.

4. Any required notification or copies of documents shall be sent to: Health Services Agency, County of Santa Cruz, 1080 Emeline Ave., P.O. Box 962, Santa Cruz, CA 95061-0962.

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

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

8. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.
9. 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.
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. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to its clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY the contents of client records which are maintained in connection with the performance of CONTRACTOR's duties and responsibilities under this Agreement, subject to the provisions of heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
12. SAFETY AND INFECTION CONTROL. CONTRACTOR must comply with COUNTY policies and procedures concerning safety and infection control. Upon request, CONTRACTOR must furnish proof of immunity to measles and to rubella, and documentation satisfactory to COUNTY's Health Officer of the absence of tuberculosis disease.
13. CONTRACTOR LICENSING. CONTRACTOR must possess a current license to practice as a Clinical Psychologist; Marriage, Family, and Child Counselor; Clinical Social Worker; or Alcoholism Counselor. CONTRACTOR agrees to maintain such licensing during the entire term of this agreement. CONTRACTOR further agrees to disclose any restrictions or conditions placed on such licensing by the State licensing Board or other professional, legal or judicial body of competent jurisdiction
14. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding CONTRACTOR and further agrees to provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this Agreement is in effect.
15. MALPRACTICE CLAIMS. CONTRACTOR will notify COUNTY of any and all past negative professional malpractice judgments, awards, and/or settlements, and of any and all current or pending medical malpractice actions within fifteen (15) days of receipt of notice of such actions.
16. CONFLICT OF INTEREST. CONTRACTOR shall not use, directly or indirectly, clinics conducted by the COUNTY's Health Services Agency as a source of patients for CONTRACTOR's own private practice unless otherwise specifically permitted in other portions of this Agreement.
17. INDEPENDENT CONTRACTOR STATUS FACTORS. 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: (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 relationship rather than an employer-employee relationship; and (j) the COUNTY conducts public business.

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

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

In witness whereof, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
HSA Administrator

By: _____

Address:

Telephone:

Tax ID number:

Professional Licn. Number:

Approved as to insurances:



Chief, Risk Management Division

Approved as to f o p:



Assistant County Counsel

0166

Contract No: CO12314-01

Index: 362503

Subject: 4346

Santa Cruz County Health Services Agency

AMENDMENT TO AGREEMENT

The **parties** hereto agree to amend that certain Agreement dated December 1, 2000, by and between the COUNTY OF SANTA CRUZ and EASTER **SEALS** CENTRAL CALIFORNIA, by increasing the annual amount of the agreement by \$24,000 for a total annual amount of \$36,000 and by deleting Exhibit D-1 and replacing it with the attached Revised 01-02 Exhibit D-1.

All other provisions of said Agreement shall remain the same.

CONTRACTOR

COUNTY OF SANTA CRUZ

By: *Bruce Herman*
Easter Seals Central California

By: _____
Rama Khalsa
Health Services Administrator

Approved as to form:

Rafael Garcia
Assistant County Counsel

Distribution: Auditor-Controller
County Counsel
HSA Administration
Easter **Seals** Central California

Agreement Number: 2314**1. COMPENSATION**

In consideration for CONTRACTOR accomplishing the result described in Exhibit C (Scope of Work), COUNTY agrees to pay a maximum annual amount not to exceed \$36,000 as follows:

- A. Actual cost of each reimbursement authorized by COUNTY and processed by CONTRACTOR to California Children Services (CCS) families; and
- B. Handling fee equal to 15 percent of the actual cost for each reimbursement authorized by COUNTY and processed by CONTRACTOR.
- C. CONTRACTOR shall invoice monthly on the form and in the manner required by COUNTY. Invoice must be accompanied by a copy of the CCS authorization.

2. MONTHLY PAYMENT

CONTRACTOR may elect to receive compensation advanced in monthly installments of 1/12th of the maximum contract amount as shown in Paragraph D.I. above. CONTRACTOR assures that a cash advance is needed each month in order to provide the contracted services. Payment may be less than the above 1/12th amounts if there is a cash carry-over from the prior month which indicates that CONTRACTOR does not need the full advance amount to support the program's cash flow during the month. CONTRACTOR may be allowed a carry-over amount from month to month, not to exceed the 1/12th monthly allocation, upon COUNTY approval. Any unused funds exceeding the carry-over base shall be offset against the next month's advance. No single monthly payment shall exceed 1/12th of the Maximum Allocation unless there have been payments of less than 1/12th of such amount for any prior month of the agreement term. To the extent that there have been such lesser payments, the resultant savings may be used to pay monthly billings which exceed 1/12th of the Maximum Allocation. Justification to COUNTY shall be required for advance in excess of these amounts prior to approval of claim for such excess. The cash advance will not be used to provide working capital for non-County programs, and when possible the advance will be deposited in an interest bearing account, and the interest used to reduce program costs.

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

0168

To: **Board of supervisors
County Administrative Office
Auditor Controller**

FROM: HEALTH SERVICES AGENCY (Department)
 BY: [Signature] (Signature) 10/19/01 (Date)
 Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

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

- Said agreement is between the HEALTH SERVICES AGENCY (Department/Agency) and EASTER SEALS CENTRAL CALIFORNIA 9010 Soquel Dr., Aptos, CA 95003 (Name/Address)
- The agreement will provide reimbursements to California Children's Services (CCS) families for actual incurred for certain medical expenses associated with the child(s) authorized CCS medical care
- Period of the agreement is from July 1, 2001 to June 30, 2002 (continuous)
- Anticipated Cost is \$ \$24,000 increase to \$36,000 Fixed Monthly Rate Annual Rate Not to Exceed
 Remarks: to increase annual "not-to-exceed" amount see attached
- Detail: On Continuing Agreements List for FY 01 - 02 . Page CC- A Contract No: 12314 OR 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8 see attached s/b Section I on CC-8
 Section III Board letter required
 Section IV Revenue Agreement
- Appropriations/Revenues are available and are budgeted in 362503 (Index) 4346 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and are not encumbered.
I NOW FILE CC-8

Contract No: 12314
 By: Alm J. Vils Auditor/Controller Deputy Date: 10/24/01

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize HSA Administrator (Dept/Agency Head) to execute on behalf of the Health Services Agency (Department/Agency)

Date: _____ By: _____
 County Administrative Office

Distribution:
 Board of Supervisors - White
 Auditor Controller - Canary
 Auditor-Controller - Pink
 Department - Gold
 state of California
 County of Santa Cruz
 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 Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
 Title I, Section 300 Roc Man

By: Deputy Clerk

AUDITOR/CONTROLLER USE ONLY

CO	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
40						
TC110	Auditor Description	Amount	Index	Sub object	User Code	