



County of Santa Cruz⁰¹⁰⁵

SHERIFF - CORONER

701 OCEAN STREET, ROOM 340, SANTA CRUZ, CA 95060

(831) 454-2992 FAX: (831) 454-2353

MARK TRACY
SHERIFF - CORONER

April 22, 2002

Agenda: May 21, 2002

Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 510
Santa Cruz, CA 95060

APPROVE THE INDEPENDENT CONTRACT AGREEMENT WITH DR. WICKUM AND DR. BARTLETT FOR DENTAL EXAMINATIONS

Dear Members of the Board:

The Sheriff-Coroner has been contracting with Dr. Wickum since June, 1994 for all of our dental examinations of deceased persons. Dr. Wickum determines the identity of the deceased and provides examination services for on-going investigations. The current term of his continuing contract will expire on June 31, 2002 and there is no increase in his contract.

The Sheriff-Coroner has also been using the services of Dr. Bartlett when Dr. Wickum is on vacation or unavailable to perform his duties. Dr. Wickum has informed the Sheriff-Coroner's Office that he is going to be retiring in the next couple of years. We would like to continue contracting with Dr. Bartlett to ease the transition of Dr. Wickum retiring. This would also provide vacation/relief coverage for Dr. Wickum. Dr. Bartlett's contract proposes the same rates as Dr. Wickum's and is currently part of the continuing agreement list.

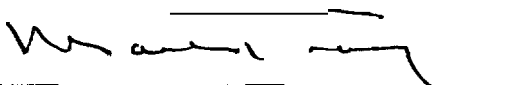
The Auditor-Controller's Office has recommended to our office that when a contract is more than five years old, a new contract needs to be entered into with the participating vendor. Dr. Wickum's contract is more than five years old. In order to adhere to this recommendation, we will need to enter into a new contract with Mr. Wickum. This contract will also be placed on the continuing agreements list for 2002/2003 as a Section III.

It is therefore RECOMMENDED that your Board:

1. APPROVE the attached Independent Contract Agreements;
2. AUTHORIZE the Sheriff-Coroner to execute the agreement and sign necessary contract documents on the behalf of the Board.

Sincerely,

Recommended:



MARK S. TRACY
Sheriff-Coroner



SUSAN A. MAURIELLO
County Administrator

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0106

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Sheriff-Coroner (Department)

BY: [Signature] (Signature) _____ (Date)
Signature certifies that appropriations/revenues are available

AGREEMENTTYPE (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. agreement is between the Santa Cruz County Sheriff-Coroner (Department/Agency)
and Dr. Bruce Bartlett, 8235 Ridgeview Drive, Ben Lomand, CA 95005 (Name/Address)

2. The agreement will provide odontology and expert dental examinations services in connection
with Sheriff-Coroner investigations

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 2,000 Fixed Monthly Rate Annual Rate Not to Exceed
Remarks: per case and per hour rate - reference contract

5. Detail: On Continuing Agreements List for FY _____ . Page CC-_____ Contract No: _____ OR 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required Various dentists contract number C010055
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 661400 (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: 20055
are not available and will be encumbered. By: [Signature] Date: 5/02/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
The Sheriff's Office (Dept/Agency Head) to execute on behalf of the County
(Department/Agency)

Date: 5/10/02 By: [Signature]
County Administrative Office

Distribution:
Board of Supervisors - White State of California
Auditor Controller - Canary County of Santa Cruz
Auditor-Controller - Pink ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
Department - Gold 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 Section 300 Proc Man By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	tines	H/TL	Keyed By	Date
24					
Auditor Description	\$	Amount	Index	Sub object	User Code

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and DR. BRUCE BARTLETT hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES:** CONTRACTOR agrees to exercise special skill to accomplish the following result: Conduct dental examinations of dead bodies for the purpose of determining the identity of the deceased. Complete State dental forms in Missing Person cases. Provide additional dental examinations services as required.
2. **COMPENSATION:** In consideration for CONTRACTOR accomplishing said results, COUNTY agrees to pay CONTRACTOR as follows: \$325.00 per case for Dental examinations of dead bodies to determine the identity of the deceased. \$75.00 per case to complete State dental form in Missing Person cases. \$1 50.00 per hour for additional dental examination services, i.e. examine and collect bite mark evidence in criminal cases; conduct forensic dentistry in a mass disaster; complete written reports to document findings.
3. **TERM:** The term of this contract shall be through June 30,2003.
4. **EARLY TERMINATION:** Either party hereto may terminate this contract at any time 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(is) 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, 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 of 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 to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here BB / WA.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutory required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here BB / WA.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here BB / WA.

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.

B. Other Insurance Provisions.

(1) If any insurance coverage required in the Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation *to* the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on

behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

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

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

County of Santa Cruz, Detention Bureau
Attn: Administrative Services Manager
701 Ocean Street, Room 340
Santa Cruz, CA 95060

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

County of Santa Cruz, Detention Bureau
Attn: Administrative Services Manager
701 Ocean Street, Room 340
Santa Cruz, CA 95060

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.

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

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

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

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

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

9. NON-ASSIGNMENT: CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS: CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

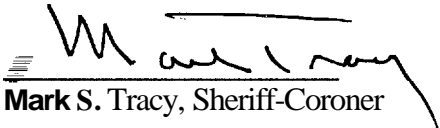
11. PRESENTATION OF CLAIMS: Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

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

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

COUNTY OF SANTA CRUZ

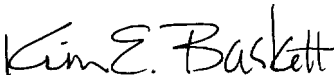
CONTRACTOR



Mark S. Tracy, Sheriff-Coroner


Dr. Bruce Bartlett
8235 Ridgeview Drive
Ben Lomand, CA 95005
(831)-336-3345
408 868 6336

APPROVED AS TO FORM:

APPROVED AS TO TNSURANCE:


County Counsel 3.29.02

 4-3-2002
Risk Management



0112

RMKS

MARCH 21, 2002

AGENT COPY
AGENT: F146/2262

POLICY#: 97-QJ-1972-1 G

BUSINESS-OFFICE

BARTLETT, BRUCE
DBA BRUCE BARTLETT DDS
14567 BIG BASIN WAY
SARATOGA, CA 95070-6039

PHONE#: (B) 408-868-6336

Eff date: (03/21/02) Curr date: (03/21/02) Time: (02:52 PM) SFPP#:0368637002

RO REMARKS: (PLEASE ISSUE A CERTIFICATE OF INS. FOR THE FOLLOWING;)
{ COUNTY OF SANTA CRUZ, DETENTION BUREAU }
{ ATTN: ADMINISTRATIVE SERVICES MANAGER }
{ 701 OCEAN STREET, ROOM 340, SANTA CRUZ, CA 95060 }
{ DR. BARTLETT IS DOING SOME CONTRACT DENTAL WORK FOR THEM,. }
{ }

REMARKS APPLY TO: Fire

HAGAN, RICHARD A
831-429-2700 INITIALS(KP)

24



0113

MARCH 21, 2002

Forms / Endorsements

Page 1 of 1

Insured: BARTLETT, BRUCE
Policy Type: BUSINESS-OFFICE
GENL Policy: 97-QJ-1972-1 G

Number	Description	Number	Description
FP-6143	SPECIAL FORM 3		
FE-6205	AMENDATORY END		
FE-6451	TREE DEBRS REM		
FE-6506.1	POLICY END		
FE-6464	POLICY ENB		
FE-6538.1	GLASS DED SECI		
FE-6407	PHYS & SURGEON		

R-Rtn to status

Accept

0114



MARCH 21, 2002

Fire Policy Status

BARTLETT, BRUCE
DBA BRUCE BARTLETT DDS
14567 BIG BASIN WAY
SARATOGA CA 95070-6039

B Ph. (408) 868-6336
GENL Policy: 97-QJ-1972-1 G Yr issd: 2001
Xref:

Location: 14567 BIG BASIN WAY
SARATOGA CA 95070-6039

Term: CONT

Type: BUSINESS-OFFICE
Coverage information

Renew date: FEB-23-03
Premium; 358.00 Written date: FEB-21-01

E-BUSN PROP 25500
C-LOSS INC ACT LOSS

I-BUSN LIAB 1000000
GEN AGGREGT 2000000
EQ AGGREGT 2000000
-M-MED/PERSN 5000

Amount due: SFPP
Date due: SFPP
Bill to: SFPP

Prev prem: 325

Prev risk: 25,000 SFPP acct:0368-6370-02

Deductibles applied: 500 ALL PER OTHER DED MAY APPLY

Messages:

Year built; 1968 Constr; FRAME
Zone: 41
Prot class: 2

2018 P. 78101
ACORD

CERTIFICATE OF LIABILITY INSURANCE

PL ID 21
 TBARTBR

DATE (MM/DD/YY)
 03/21/02

PRODUCER
 Dentist's Advantage
 31100 NW 8th St, Ste 900
 Bellevue WA 98004
 Phone: 866-778-9981 Fax: 877-250-1527

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 Bruce K. Bartlett, DDS
 14567 Big Basin Way #B-2
 Saratoga CA 95070

INSURER A: **Fireman's Fund Insurance Co.**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LCC				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COM/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL-OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$ / / /
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				W/C STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	Dental Prof Liab Retro Date	ABC 80686702 01/01/86	12/17/01	12/17/02	Per Claim	1,000,000
					Aggregate	2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Evidence of Insurance Coverage Bound

CERTIFICATE HOLDER	N	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
County of Santa Cruz, Detention Bureau Administrative Serv. Manager 701 Ocean Street, Room 340 Santa Cruz CA 95060		BLANKCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
			Dentist's Advantage <i>C. Bartlett</i> 24

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

0116

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: ~~Sheriff-Coroner~~ (Department)
BY: [Signature] (Signature) 5-20-02 (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 Santa Cruz County Sheriff-Coroner (Department/Agency) and Dr. Ronald Wickum, 550 Water Street, K-1, Santa Cruz, CA 95060 (Name/Address)
- The agreement will provide odontology and expert dental examination services in connection with Sheriff-Coroner investigations.
- Period of the agreement is from 7/1/02 to 6/30/03
- Anticipated Cost is \$ 2,000 Fixed Monthly Rate Annual Rate Not to Exceed
Remarks: per case charge - reference contract - per hour charge
- Detail: On Continuing Agreements List for FY 02 - 03, Page CC- Contract No: C010055 OR 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
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VARIOUS DENTIST CONTRACT
- Appropriations/Revenues are available and are budgeted in 66 1400 (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: 20055
are not available and will be encumbered. By: [Signature] Date: 05/02/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Shedfs Office (Dept/Agency Head) to execute on behalf of the County (Department/Agency)
Date: 5/10/02 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 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 Proc Man By: Deputy Clerk

AUCITORCONTROLLER USE ONLY

CO	\$					
Document No.	JE Amount	Lines	H/TL	Keyed By	Date	
24						
		\$	/			
	itor Description	Amount	Index	Sub object	User Code	

behalf of, the named insured performed under Agreement with the County of Santa Cruz.”
0119

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

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

County of Santa Cruz, Detention Bureau
Attn: Departmental Administrative Analyst
259 Water Street
Santa Cruz, CA 95060

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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-

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

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

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

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

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

9. NON-ASSIGNMENT: CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS: CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

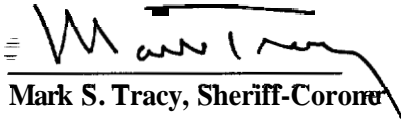
11. PRESENTATION OF CLAIMS: Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

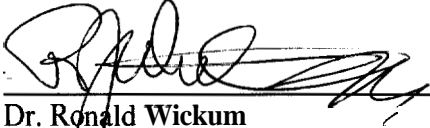
12. ATTACHMENTS: This Agreement includes the following attachments (identify by name or write "NONE") Automobile Liability Amendment.

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

COUNTY OF SANTA CRUZ

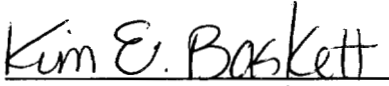
CONTRACTOR

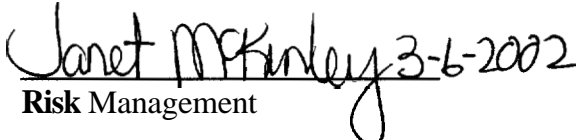

Mark S. Tracy, Sheriff-Coroner


Dr. Ronald Wickum
550 Water Street, K-1
Santa Cruz, CA 95060
(831)-423-2400

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:


County Counsel 3.5.02


Risk Management

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

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

 AW 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 \$5,000.00) 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 \$100,000.00 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 July 1, 2002

CONTRACTOR

COUNTY OF SANTA CRUZ

 Mark S. Tracy
Mark S. Tracy, Sheriff-Coroner

 Dr. Ronald Wickum
Dr. Ronald Wickum

INDEPENDENT CONTRACTOR AGREEMENT

0117

THIS CONTRACT is entered into this 1st day of July, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and DR. RONALD WICKUM, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES: CONTRACTOR agrees to exercise special skill to accomplish the following result: Conduct dental examinations of dead bodies for the purpose of determining the identity of the deceased. Complete State dental forms in Missing Person cases. Provide additional dental examinations services as required.
2. COMPENSATION: In consideration for CONTRACTOR accomplishing said results, COUNTY agrees to pay CONTRACTOR as follows: \$325.00 per case for Dental examinations of dead bodies to determine the identity of the deceased. \$75.00 per case to complete State dental form in Missing Person cases. \$150.00 per hour for additional dental examination services, i.e. examine and collect bite mark evidence in criminal cases; conduct forensic dentistry in a mass disaster; complete written reports to document findings.
3. TERM: The term of this contract shall be through June 30,2003.
4. EARLY TERMINATION: Either party hereto may terminate this contract at any time 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(is) 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 of 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 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 statutory required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees) ,leased or hired vehicles, in the minimum amount of \$500,000 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 of Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit.

B. Other Insurance Provisions.

(1) If any insurance coverage required in the Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on