

County of Santa Cruz

HUMAN SERVICES DEPARTMENT

Cecilia Espinola, Director
1000 Emeline Avenue, Santa Cruz, CA 95060
(831) 454-4130 FAX: (831) 454-4642

0641

July 15, 2015

AGENDA: August 4, 2015

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

APPROVE FAMILY AND CHILDREN'S SERVICES AGREEMENTS

Dear Members of the Board:

The purpose of this letter is to request your Board's approval of four agreements in support of the Family and Children's Services Division (FCS) of the Human Services Department (HSD). Sufficient funds for these contracts are available in the HSD fiscal year (FY) 15-16 budget and do not represent an increase in County cost. In addition, HSD seeks your approval of the attached resolution accepting and appropriating unanticipated revenue for a new program for relative caregivers.

Services for Foster Youth

As in prior years, HSD seeks to contract with Encompass Community Services (Encompass) to provide the following programs to current and former foster youth: Independent Living Program/Transition Age Youth (ILP/TAY), Extended Foster Care program and the Transitional Housing Program Plus (THP Plus). In prior fiscal years these services were in three separate contracts. For the purpose of improving administrative oversight HSD proposes combining these contracts into one FY 15-16 contract with Encompass for a total of \$764,027. A description of each program and its budget is outlined below:

- The ILP/TAY program will continue to assist current and former foster and probation placement youth age 15-21 to develop independent living skills and achieve educational and/or vocational goals to successfully transition to self-sufficiency. Program performance will be measured by percentage of participants achieving employment and educational goals. The FY 15-16 amount for this program is \$123,239.
- The Extended Foster Care program will continue to connect youth with employment, education and housing opportunities. Program performance will be measured by percentage of participants obtaining employment, benefits or housing. The FY 15-16 amount for this program is \$206,808.

- The THP Plus program will continue to assist former foster youth and probation youth in securing independent housing. Contract performance will be measured by percentage of participants in stable housing and employed and/or in school. The passage of SB 1252 allows for the extension of services to age 25 and to accommodate the increase in services, HSD is proposing an increase of \$72,930 for a FY 15-16 amount of \$433,980.

Resource Parent Support and Recruitment

As your Board is aware, HSD places children with resource parents when they cannot remain in their families of origin due to abuse or neglect. HSD seeks your Board's approval of a contract for resource parent support and another for recruitment.

- Consuelo Chavarria will continue to provide foster home recruitment for FCS. HSD is proposing an increase of \$50,990 for a FY 15-16 contract amount of \$81,340. The increase is due to the contract term increasing from six months to twelve and additional services to outreach to faith-based communities. Performance of the contractor will be measured by the increase in the number of families attending a foster parent orientation and the number of new licensed homes.
- HSD seeks to continue to contract with Community Bridges for resource parent recruitment. Previously, HSD contracted separately with Community Bridges for support at Live Oak Family Resource Center and La Manzana Family Resource Center. This fiscal year, HSD proposes that the two contracts be combined in to one contract with Community Bridges for a total contract amount of \$130,000. Performance of the contractor will be measured by the number of families who maintain placement of a child in their care.

Leaps and Bounds Program

As in prior years, HSD seeks to contract with the Parents Center, Inc. for the Leaps & Bounds program. The Leaps and Bounds program provides specialized developmental assessments, evidence-based home visiting and therapy services to young foster children whose parents are recovering from substance use disorders and are participants of the local Dependency Drug Court program. The FY 15-16 contract term will increase the contract from ten months to twelve, resulting in an increase of \$65,000 for a FY 15-16 amount of \$260,044.

Lastly, HSD seeks your approval to adopt the attached resolution to accept and appropriate \$150,010 in unanticipated revenue for the Approved Relative Caregiver (ARC) Funding Option Program. Senate Bill 855 provided this program as an option for Counties. This program allows counties the ability to increase the amount paid to approved relative caregivers of children who are not eligible for federal foster care rates.

This funding aligns with local and State efforts to place children with relatives when possible and prudent.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached resolution accepting and appropriating unanticipated revenue of \$150,010 into the Human Services Department budget;
2. Approve the FY 2015-16 agreement with Encompass Community Services, in the amount of \$764,027 for services to current and former foster youth;
3. Approve the FY 2015-16 agreement with Consuelo Chavarria, in the amount of \$81,340 for foster home recruitment services;
4. Approve the FY 2015-16 agreement with Community Bridges, in the amount of \$130,000 for resource home support services;
5. Approve the FY 2015-16 agreement with Parents Center, Inc., in the amount of \$260,044 for the Leaps & Bounds program; and
6. Authorize the Human Services Department Director to execute these contracts.

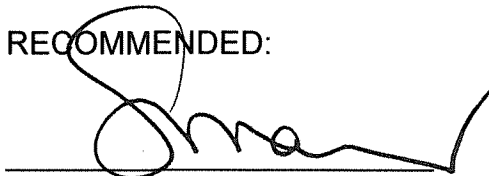
Very truly yours,



CECILIA ESPINOLA
Director

CE: TB

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachments: AUD 60
Contracts (4)

cc: Encompass Community Services
Consuelo Chavarria
Community Bridges
Parents Center, Inc.

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 the recipient of funds, in the amount of \$150,010, from California Department of Social Services, for the Approved Relative Caregiver program; and

WHEREAS, the above-referenced funds 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(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-Treasurer-Tax Collector accept the amount of \$150,010 for use by the Human Services Department for the Approved Relative Caregiver program.

<u>GL Key</u>	<u>Revenue Object</u>	<u>JL Key</u>	<u>JL Object</u>	<u>Acct Name</u>	<u>Amount</u>
392200	40518			St-AFDC	\$150,010

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

<u>GL Key</u>	<u>Expenditure Object</u>	<u>JL Key</u>	<u>JL Object</u>	<u>Acct Name</u>	<u>Amount</u>
392200	74008			Approved Relative Caregiver (ARC)	\$150,010

PASSED AND ADOPTED BY THE Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 20__ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

Chair of the Board

ATTEST:

Clerk of the Board

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

By: Cecilia Espinoza (ed)
Department Head

Date: 7/17/15

COUNTY ADMINISTRATIVE OFFICER

1 1

Recommended to Board

1 1

Not recommended to Board

APPROVED AS TO FORM:

Maria Costa
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

[Signature]
Auditor-Controller-Treasurer-Tax Collector

Distribution:

- Auditor-Controller-Treasurer-Tax Collector
- County Counsel
- County Administrative Officer
- Originating Department

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

0646

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: **HUMAN SERVICES DEPARTMENT**

By: *[Signature]* (Signature) 7/29/15 (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 **County of Santa Cruz Human Services Department**

and Encompass Community Services, 195 Harvey West Blvd., Santa Cruz, CA 95060 (Name/Address)

2. The agreement will provide services for current and former foster and probation placement youth

3. Period of the agreement is from July 1, 2015 to June 30, 2016

4. Anticipated Cost is \$ 764,027 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Contact: Tatiana Brennan x4465; Account Split Item 1 - \$206,808 392100-62885-WCEC3-W184031, Item 2 - \$123,239 392100-62885-WCEC3-W184031, Item 3 - 392200-74032-WNOC-W430

5. Detail: On Continuing Agreements List for FY - PageCC- Contract No: 16W3983 O R 1st Time Agreement
 Section II No Board Letter required, will be listed under item 8
 Section III Board Letter Required
 Section IV Revenue Agreement

User Code

6. Appropriations/Revenues are available and are budgeted in see above (Index) see above (Subject)

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

Appropriations are available and will be encumbered.
are not will be

Contract No: 16W3983

By: *[Signature]* Date: 7/29/15
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the **Human Services Department Director** to execute on behalf of the **County of Santa Cruz Human Services Department**

Date: 7/29/15 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 (4/08)
Title 1, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	JE Amount	Lines	H/T/L	Keyed By	Date
TC110			\$	/		
Auditor Description	Amount	Index	Sub-Object	User Code		

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INDEPENDENT CONTRACTOR AGREEMENT
(NON-PROFIT)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ENCOMPASS COMMUNITY SERVICES, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: Services for current and former foster and probation placement youth as outlined in Exhibit A-01/-02/-03: Scope of Work for the County of Santa Cruz Human Services Department (hereinafter "the program").

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$764,027.00, processed for payment monthly in arrears, subject to receipt of invoice, and approval of Contract Manager as outlined in Exhibit B-01/-02/-03: Budget.

3. **TERM.** The term of this Contract shall be: July 1, 2015 through June 30, 2016. If this Contract is placed on the County's Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

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

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

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, 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 considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR

normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here

KMA/mm / TB for CE

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless 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 Contract, 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 is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY

KMA/mm / TB for CE

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with

such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(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 (10 days for nonpayment of premium) has been given to:

**Santa Cruz County
Human Services Department
Attn: Centralized Contracting Unit
1040 Emeline Avenue
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(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 Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County
Human Services Department
Attn: Centralized Contracting Unit
1040 Emeline Avenue
Santa Cruz, CA 95060**

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, 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, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, 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, 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 Contract 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, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, 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, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. 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 Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract 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 (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

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

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

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

9. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

0651

10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract 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-Treasurer-Tax Collector, 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 Contract.

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

13. **ATTACHMENTS.** Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

Exhibit A-01/-02/-03: Scope of Work

Exhibit B-01/-02/-03: Budget

Exhibit C: Living Wage Data Report (Form 1) & Non-Wage Provisions Self-Certification (Form 2)

Exhibit D: Medi-Cal Data Privacy & Security Confidentiality Agreement

Exhibit E: Assurance of Compliance with Nondiscrimination Requirements

14. **LIVING WAGE.** This Contract is covered under Living Wage provisions if this section is initialed by COUNTY TCS for CE.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the "non-wage" related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. **NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS.** The following requirements shall be met, in addition to any other requirements of this Contract:

A. **WEB LINKS** – If a non-profit CONTRACTOR has an organizational web site, it shall be a requirement of this Contract to provide links to the HelpSCC (www.helpscc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.

16. **MONITORING PROGRAM FOR 501(c)(3) NONPROFIT AGENCIES.** Each of the following requirements shall be met, in addition to any other requirements of this Contract.

- A. Within 180 days of the end of each of the CONTRACTOR’S fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of the CONTRACTOR’S operations. Financial statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector (“ACTTC”).
 - (1) For the purposes of this paragraph, “CONTRACTOR’S fiscal year” shall be that period the CONTRACTOR utilizes for its annual budget cycle.
 - (2) The Contract Administrator with concurrence of the ACTTC may agree to extend the deadline for the Financial Statements required by this paragraph.
- B. In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the ACTTC ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here ____ (Aud); ____ (CA).
- C. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR’S financial position or substantially interferes with the CONTRACTOR’S ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the ACTTC of any impairment upon being notified by the contractor.
- D. For audit authority of the ACCTC refer to the paragraph on “Retention and Audit of Records.”

17. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$15,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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SIGNATURE PAGE

Contract No. 3983

INDEPENDENT CONTRACTOR AGREEMENT
(NON-PROFIT)

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

2. **ENCOMPASS COMMUNITY SERVICES**

4. **COUNTY OF SANTA CRUZ**

By: *Kathryn Mung* CFO 7/10/15
for Monica Martinez
SIGNED

By: _____
SIGNED

Monica Martinez, Chief Executive Officer

Cecilia Espinola, Director
Human Services Department

Company Name: Encompass Community Services
Address: 195 Harvey West Blvd.
Santa Cruz, CA 95060
Telephone: (831) 469-1700
Email: monica.martinez@EncompassCS.org
Fax: (831) 425-1905

3. **APPROVED AS TO INSURANCE:**

1. **APPROVED AS TO FORM:**

Beck M. B. Jr
Risk Management 7/8/15

Marisa Costa 7/7/15
Office of the County Counsel

DISTRIBUTION:

- Human Services Department
- Auditor-Controller
- Risk Management
- Encompass Community Services

Exhibit A-01 – Scope of Work

Contractor Name: **Encompass Community Services**
 Title of Program: **Extended Foster Care Program**
 Contract Held With: **County of Santa Cruz, Human Services Department (COUNTY)**
 Contract Period: **July 1, 2015 – June 30, 2016 (FY 2015-16)**
 Contract Amount: **Not to exceed \$206,808**

0654

CONTRACT OR PROGRAM OVERVIEW

The County of Santa Cruz, Human Services Department (HSD), Family & Children’s Services (FCS) division, provides foster placement and adoption services for children who are unable to remain with their family of origin due to abuse or neglect. It is the goal of HSD that children in foster care receive the support necessary to prepare them for a healthy and successful life. In January of 2012, HSD began providing *After 18*, otherwise known as extended foster care services. The goal of extended foster care is to assist foster youth in maintaining a safety net of support while experiencing independence in a secure supervised environment.

In conjunction with performing activities that comply with Assembly Bill (AB) 12, the COUNTY is entering into a contract with Encompass Community Support Services (CONTRACTOR) for their clinical expertise in providing services to foster youth. The AfterCare program serves foster youth who are transitioning from the foster care system at 21 years of age and are eligible for extended services. The program serves transition age youth from the age of 21 through 24. The purpose of the AfterCare program is to provide clinical and case management support in order to connect youth with employment, education and housing opportunities.

CONTRACT PERFORMANCE OUTCOMES

Units of Service	Quality of Service	Outcomes
Intake & Need		
50 transition age youth will receive a needs assessment at intake.	80% of participants shall receive a needs assessment within their third visit to the program.	80% of program participants will show an increase in progress in one of 3 key areas (employment, education and housing), after 6 months of engagement, as measured by program developed assessment tool.
Benefits		
50 transition age youth will receive one-to-one individualized assistance to complete and submit	100% of program participants will be offered individualized one-to-one assistance within their	75% of participants shall obtain new benefit resources or shall be assisted in maintaining their current

<p>applications to any benefits programs that the youth are eligible for, and to prevent any interruption of services and supports to these youth.</p>	<p>third visit after completing assessment to complete and submit applications for any benefits programs</p>	<p>benefits (Medi-Cal, CalFresh, etc.) after 6 months of program engagement.</p>
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CONTRACTOR RESPONSIBILITIES

Program Design

1. CONTRACTOR shall employ a 1.0 full time equivalent employee to function as a case manager and therapist. This contract will pay for .80 of the position, which includes the case management services outlined in this scope.
2. CONTRACTOR shall provide primary case management services for aftercare youth ages 21-24, conducting intakes and engaging participants in formulating care plans after exiting the foster care system.
3. CONTRACTOR shall have an office at the Encompass Community Services Transition Age Youth Resource Center and the Center shall be open a minimum of three days/week from 11-6pm.
4. CONTRACTOR shall receive participant referrals to the program from the following: participant self-referral, COUNTY Social Worker, Encompass Street Outreach Worker, and local colleges (UCSC Renaissance Scholars program and Cabrillo Foster Youth Initiative).

Services

1. CONTRACTOR shall conduct an intake and develop a plan with participants to include goals towards greater achievements and independence. Goals and objectives may include: education, employment, housing, parenting skills, and achieving permanent connections with caring and supportive adults.
2. CONTRACTOR shall assist interested participants in accessing and applying for financial assistance to Community or State College Financial Aid Offices.
3. CONTRACTOR shall assist participants and/or refer them to appropriate community resources for assistance with other financial activities such as completing income tax forms and filing financial aid applications.
4. CONTRACTOR shall assist participants in obtaining employment through instruction in resume preparation, interviewing skills and basic employment skills, as well as linkages to community vocational training programs and employment resources.
5. CONTRACTOR shall support participants in accessing affordable housing by assisting them in making a tenant resume, searching for housing and providing guidance on good interviewing techniques.
6. CONTRACTOR shall support participants with children in developing their parenting skills by offering a Mom’s Group and linking them to Parent Education classes and to the Triple P

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program.

0656

Transportation Services

- 1. CONTRACTOR shall provide or facilitate transportation for participants to access needed services, including providing monthly bus passes.

Incentive Payments/Gift Cards

- 1. CONTRACTOR shall provide incentive payments in the form of gift cards to AfterCare participants. These incentives shall be provided based upon the participant's successful completion of various elements of the program.
- 2. CONTRACTOR shall track provision of gift cards and will submit a record to the COUNTY Centralized Contracting Unit analyst each month with the invoice. At the end of the contract fiscal year, any unused gift cards will be returned to the COUNTY Centralized Contracting Unit analyst.

Health and Benefit Services

- 1. CONTRACTOR shall assist participants in applying for new benefit resources (MediCal, Cal-Fresh, Cal Works) and assist clients in maintaining benefits.
- 2. CONTRACTOR shall assist AfterCare participants in applying for insurance approval through Beacon to receive therapy.
- 3. CONTRACTOR shall assist participants in locating medical CONTRACTORs and accessing health care services.

Other

- 1. CONTRACTOR shall assist participants in obtaining and maintaining important personal documents (e.g., social security numbers/card, birth certificates, medical information, references, etc.).
- 2. CONTRACTOR shall work to ensure that program design and services are in compliance with state guidelines.

CONTRACTOR AND COUNTY MEETINGS

- 1. COUNTY FCS Program Analyst and CCU analyst will meet with CONTRACTOR at the mid-year to review progress in meeting the contract outcomes.

HUMAN SERVICES DEPARTMENT, FAMILY & CHILDREN'S SERVICES RESPONSIBILITIES

- 1. COUNTY will provide CONTRACTOR with referrals of eligible foster youth.
- 2. COUNTY will determine eligibility for state benefits and contact information for a Benefits Liaison for foster youth who will provide assistance accessing benefits when needed.

Exhibit A-01 – Scope of Work

0657

CONTRACTOR REPORTS AND DELIVERABLES

Report	Content	Submit to	Due date
Semiannual Report	Summary of units of service, quality of service and outcomes from Contract Performance Section.	COUNTY Centralized Contracting Unit Analyst	January 30, 2016 July 30, 2017

CONTRACTOR INVOICING:

1. CONTRACTOR shall provide a detailed monthly invoice, using a template created by the COUNTY, to document program expenditures based on the contractual agreement in Exhibits B-01, Budget for FY 2015-16.
2. CONTRACTOR shall print, date, sign, and then submit each monthly invoice as an original document, within 30 days following the end of the reported month.
3. CONTRACTOR shall submit the May 2016 invoice by 5 pm on Friday, June 10, 2016, and the June 2016 invoice within ten (10) business days following the end of the contract term.

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Exhibit A-02 – Scope of Work

Contractor Name: **Encompass Community Services**
 Title of Program: **Independent Living Program – Transition Age Youth (ILP - TAY)**
 Contract Held With: **County of Santa Cruz, Human Services Department (COUNTY)**
 Contract Period: **July 1, 2015 – June 30, 2016 (FY 2015-16)**
 Contract Amount: **Not to exceed \$ 123,239**

0658

CONTRACT OR PROGRAM OVERVIEW

The County of Santa Cruz, Human Services Department (HSD), Family & Children’s Services (FCS) division, provides foster placement and adoption services for children who are unable to remain with their family of origin due to abuse or neglect. It is the goal of HSD that children in foster care receive the support necessary to prepare them for a healthy and successful life. In January of 2012, HSD began providing *After 18*, otherwise known as extended foster care services. The goal of extend foster care is to assist foster youth in maintaining a safety net of support while experiencing independence in a secure of supervised living environment. The extended time as a non-minor dependent can assist youth in becoming better prepared for successful transition into adulthood and self-sufficiency through education and employment training.

The COUNTY is entering into a contract with Encompass Community Support Services (CONTRACTOR) for their clinical expertise in providing mental health and support services to eligible youth. The ILP – TAY program assists current and former foster and probation placement youth aged 15-21 to develop independent living skills and achieve educational/vocational goals to successfully transition to self-sufficiency COUNTY FCS Social Workers are responsible for working with the youth to complete a Transitional Independent Living Plan (TILP), which is used as a basis for assigning the youth to an ILP Coordinator to receive transition supports and services.

ILP – TAY services include individualized assessments, one-to-one counseling, tutoring, and weekly workshops at Cabrillo College on topics such as money management, personal health, finding independent housing and obtaining financial aid for college. In addition, CONTRACTOR provides youth a central location to access resources and support staff. The Independent Living Resource Center is located at the program site and is equipped with a cozy living room, kitchen, laundry facility and computer lab. The center also offers free tutoring services, counseling services, food and clothing donations, as well as a hot meal.

CONTRACT PERFORMANCE OUTCOMES

Units of Service	Quality of Service	Outcomes
150 foster care and probation youth will receive	80% of participant respondents will report satisfaction with services, as measured by an annual anonymous	50% of participants will have successfully achieved two of their goals as they relate to their

Exhibit A-02 – Scope of Work

0659

services.	survey.	employment, housing, parenting, document retrieval, greater independence, and educational needs, as reported in program case notes.
20 workshops will be provided per year	75% of participants will report workshops as effective by rating them as 3 or above in program developed surveys.	75% of workshop attendees will report that they have learned new skills for use as they transition into independent living.

CONTRACTOR RESPONSIBILITIES

Case Management Services

1. CONTRACTOR shall employ a minimum of 0.75 full time equivalent employees to function as Independent Living Program (ILP) Coordinators and carry out the services outlined in this scope.
2. CONTRACTOR shall implement goals outlined in the written Transitional Independent Living Plan (TILP) for all program participants.
3. CONTRACTOR shall provide primary case management services for aftercare youth and function as members of a multi-disciplinary case management team for current foster youth. This case management team shall include COUNTY FCS social workers and COUNTY Children’s Mental Health counselors, and the team shall work together to address the psycho-emotional needs of program participants.

Education and Employment Related Activities

1. CONTRACTOR shall conduct a comprehensive assessment of the educational and employment status of each youth, and work with the youth to provide training and resources to achieve academic and employment goals.
2. CONTRACTOR shall refer participants to Community or State College Financial Aid Offices for financial assistance for college.
3. CONTRACTOR shall assist participants and/or refer them to appropriate community resources for assistance with other financial activities such as completing income tax forms and filing financial aid applications.

Transportation Services

1. CONTRACTOR shall provide or facilitate access to transportation for court proceedings, medical appointments/services, training, or education.

Incentive Payments

1. CONTRACTOR shall provide incentive payments to ILP participants. These incentives are given based upon the participant's successful completion of various

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Exhibit A-02 – Scope of Work

elements of the program. COUNTY shall provide guidance regarding the types and amounts of incentives that have been provided in the past. CONTRACTOR shall provide COUNTY with a record of all incentive payments provided to program participants. 0660

2. CONTRACTOR shall return all unused incentives to COUNTY at the end of the fiscal year.

Health Services

1. CONTRACTOR shall provide mental health services, as part of the Early Periodic Screening, Diagnosis, and Treatment (EPSDT) program.
2. CONTRACTOR shall ensure the provision of health-related activities/services/classes for ILP youth receiving aftercare such as home health and safety management, nutrition, family planning, parenting skills, sexuality and sexual behavior, drug/alcohol/smoking use, prenatal drug/alcohol exposure, eating disorders, hygiene and personal care, and other activities/services/classes directly related to the health of the youth.

Housing Assistance Services

1. CONTRACTOR shall provide housing assistance services for emancipated youth who are at least 18 years old of age and who have not yet attained 21 years of age (e.g. rental deposit assistance, utility deposits, assistance obtaining Section 8 vouchers, and housing programs for aftercare youth.)

Aftercare Services

CONTRACTOR shall provide aftercare case management support services for emancipated youth that have not yet attained 21 years of age. Aftercare services include education assistance and counseling, referrals to job placement and retention training and vocational training programs, crisis counseling, referral for legal assistance, housing assistance, emergency assistance, and any other service/activity directly related to aftercare for the youth

1. Other

1. CONTRACTOR shall assist participants in obtaining and maintaining important personal documents (e.g., social security numbers/card, birth certificates, medical information, references, etc.).
2. CONTRACTOR shall facilitate workshops, field trips and other ILP activities based upon COUNTY approved curriculum for participants. They shall ensure the safety of those involved through adherence to all established procedures.
3. CONTRACTOR shall work to ensure that program design and services are in compliance with state guidelines.

Exhibit A-02 – Scope of Work

CONTRACTOR AND COUNTY MEETINGS

0661

1. COUNTY FCS analyst and CCU analyst will meet with CONTRACTOR at the mid-year to review progress in meeting the contract outcomes.

HUMAN SERVICES DEPARTMENT, FAMILY & CHILDREN’S SERVICES RESPONSIBILITIES

1. COUNTY will develop TILP and provide to CONTRACTOR in a timely fashion and with the necessary information to complete the CONTRACTOR responsibilities.

CONTRACTOR REPORTS AND DELIVERABLES

Report	Content	Submit to	Due date
ILP/Probation report	Summary of program structure and participant demographic information.	COUNTY FCS Analyst	July 30, 2016
National Youth in Transition Database (NYTD) reports	Summary of ILP services provided to each youth for the month.	COUNTY FCS Analyst	Monthly
Semiannual Report	Summary of units of service, quality of service and outcomes listed in table under Contract Performance Outcomes. Report will include quantitative summary of goals met and qualitative summary of participant’s needs and outcomes.	COUNTY CCU Analyst	January 30, 2016 and July 30, 2016

CONTRACTOR INVOICING:

1. CONTRACTOR shall provide a detailed monthly invoice, using a template created by the COUNTY, to document program expenditures based on the contractual agreement in Exhibits B-01, Budget for FY 2015-16.
2. CONTRACTOR shall print, date, sign, and then submit each monthly invoice as an original document, within 30 days following the end of the reported month.
3. CONTRACTOR shall submit the May 2016 invoice by 5 pm on Friday, June 10, 2016, and the June 2016 invoice within ten (10) business days following the end of the contract term.

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Exhibit A-03 – Scope of Work

Contractor Name: **Encompass Community Services**
 Title of Program: **Transitional Housing Program Plus (THP Plus)**
 Contract Held With: **County of Santa Cruz, Human Services Department (COUNTY)**
 Contract Period: **July 1, 2015 – June 30, 2016 (FY 2015-16)**
 Contract Amount: **Not to exceed \$433,980**

0662

CONTRACT OR PROGRAM OVERVIEW

The County of Santa Cruz, Human Services Department (HSD), Family & Children’s Services (FCS) division, provides foster placement and adoption services for children who are unable to live with their family of origin due to abuse or neglect. It is the goal of HSD that children who are transitioning out of foster care receive the support necessary to prepare them for a healthy and successful life.

The COUNTY is entering into a contract with Encompass Community Support Services (CONTRACTOR) for their clinical expertise in providing mental health and support services to eligible youth. THP Plus is a supportive housing program that serves former foster youth and probation youth between the ages of 18-25. The program can service an average of 15 youth per month. THP Plus participants receive assistance securing independent housing in the community and meet regularly with their THP Plus Coordinators to work on independent living goals for a maximum period of 24 months. Eligible participants have emancipated from the foster care system or an out of home probation placement and have some form of income to maintain housing as program subsidies decrease. Youth that have received 24 months of service or are past their 24th birthday may continue to receive services for up to 36 months or up until 25 if they are completing secondary education (or an equivalent program) or enrolled in an institution that provides postsecondary education.

CONTRACT PERFORMANCE OUTCOMES

Units of Service	Quality of Service	Outcomes
Training and Support - Independent Living		
An average of 15 transition age youth per month will receive support in housing, education, vocational and mental health counseling to support them in independent living. All participants will receive rental, transportation, food and utility subsidies.	80% of program participants will report satisfaction with services, as measured by a program developed survey.	80% will be gainfully occupied in work, school or a combination of both as reported in the quarterly tracking system. 6 months after successfully graduation from the program, 80% of graduates will report they are in a stable housing situation in the community. 80% of participants will report having at least one

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		<p>permanent connection with a supportive adult as reported in the quarterly tracking system.</p>
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CONTRACTOR RESPONSIBILITIES

Case Management Services

1. CONTRACTOR shall employ a minimum of 1.9 full time equivalent staff to carry out the services outlined in this scope and shall provide the primary case management services for the program.
2. CONTRACTOR shall work with program participants to develop and monitor a STEP/THP-Plus Transitional Independent Living Plan (TILP) for all program participants.

Program Components

1. CONTRACTOR shall ensure that all program components outlined in the TILP are carried out.
2. CONTRACTOR shall provide intensive case management through weekly individual meetings.
3. CONTRACTOR shall provide a two-year curriculum focusing on competencies including money management, accessing community resources, renter’s rights, living independently and with roommates, conflict resolution, education, employment, transportation, and maintaining a healthy lifestyle.
4. CONTRACTOR shall provide assistance finding housing in the community, and provision of rental subsidies for THP-Plus participants paid directly to the landlord.
5. CONTRACTOR shall provide one time move-in assistance and stipend of up to \$200 for THP-Plus participants moving into housing. This stipend can be used for any home furnishing costs (furniture, cookware, towels, sheets, small appliances, etc.) chosen by the participant. CONTRACTOR shall assist the participant in shopping to furnish the new place and pay the vendor(s) directly.
6. CONTRACTOR shall provide an Emancipation Fund stipend of \$50 per month minimum to be put in a THP-Plus savings account for each participant to create a savings account when they leave the program.
7. CONTRACTOR shall provide a monthly food stipend for participants who pay their rent on time and attend all of their weekly meetings with their THP-Plus Coordinator.
8. CONTRACTOR shall provide an Educational/Vocational stipend for supplies related to education and/or employment (i.e., lab fees, books, uniform).
9. CONTRACTOR shall provide bus passes and assistance with navigating the Santa Cruz transit system.

Exhibit A-03 – Scope of Work

10. CONTRACTOR shall provide mental health services for youth who choose to participate in counseling. 0564
11. CONTRACTOR shall collaborate with Workforce Santa Cruz County to provide access to CareerWorks sites, job training, and employment assistance.
12. CONTRACTOR shall partner with Santa Cruz Independent Living Program (ILP), and participation in ILP modules, workshops, and social events.
13. CONTRACTOR shall partners with Cabrillo College and participation in campus events and assistance programs including Extended Opportunity Programs and Services (EOPS) and financial aid.
14. CONTRACTOR shall partner with the University of California, Santa Cruz (UCSC) to provide academic tutoring as well as participation in Renaissance Scholars program.
15. CONTRACTOR shall provide the full range of services outlined in Welfare and Institutions Code Sections 16522.1, including:
- a) Strict employment criteria that include a consideration of the employee's age, drug or alcohol history, and experience working with persons in this age group.
 - b) A training program designed to educate CONTRACTOR staff who work directly with participants.
 - c) A detailed plan for monitoring the placement of persons.
 - d) A contract between the participating persons and the certified provider that specifically sets out the requirement of each party.
 - e) A system for payment for utilities, telephone and rent.
 - f) Policies regarding education requirements, work requirements, saving requirements, personal safety, visitors, emergencies, medical requirements, disciplinary measures, child care, pregnancy, curfew, apartment cleanliness, budgeting, care of furnishings, cars, lending or borrowing money, dating, and ground rules for termination.
 - g) Evaluation of the participant's progress in the program.
 - h) A linkage to the federal Job Training and Partnership Act.

Certification

1. CONTRACTOR shall comply with all THP-Plus certification requirements as indicated in the certification materials binder compiled by CONTRACTOR and approved by COUNTY.

CONTRACTOR AND COUNTY MEETINGS

1. COUNTY FCS Program analyst and COUNTY CCU analyst will meet with CONTRACTOR after the first quarter of the contract term to evaluate program progress and cost.

Exhibit A-03 – Scope of Work

**HUMAN SERVICES DEPARTMENT, FAMILY & CHILDREN’S SERVICES
RESPONSIBILITIES**

0665

COUNTY will develop TILP and provide to CONTRACTOR in a timely fashion and with necessary information for CONTRACTOR to perform contract responsibilities.

CONTRACTOR REPORTS AND DELIVERABLES

Report	Content	Submit to	Due date
THP-Plus Statewide Implementation Project THP -Plus Online Participant Tracking System.	THP -Plus Online Participant Tracking System.	Online Tracking System	
Annual reports in the format required by the California Department of Social Services (CDSS).	Report to include but not limited to, expenditures, occupancy, and THP-Plus TILP data.	COUNTY FCS Analyst	July 31, 2016
Reports supplying information to COUNTY FCS and the CDSS, as needed		FCS Analyst	As needed
Semiannual Report	Summary of units of service, quality of service and outcomes listed in table under Contract Performance Outcomes. Report will include quantitative summary of goals met and qualitative summary of participant’s needs and outcomes.	COUNTY CCU Analyst	November 30, 2015 and July 31, 2016

CONTRACTOR INVOICING:

1. CONTRACTOR shall provide a detailed monthly invoice, using a template created by the COUNTY, to document program expenditures based on the contractual agreement in Exhibits B-01, Budget for FY 2015-16.
2. CONTRACTOR shall print, date, sign, and then submit each monthly invoice as an original document, within 30 days following the end of the reported month.
3. CONTRACTOR shall submit the May 2016 invoice by 5 pm on Friday, June 10, 2016, and the June 2016 invoice within ten (10) business days following the end of the contract term.

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Exhibit B-01 – Budget/Terms of Payment

Contractor Name: **Encompass Community Services**
 Title of Program: **Extended Foster Care Program**
 Contract Held With: **County of Santa Cruz, Human Services Department (COUNTY)**
 Contract Period: **July 1, 2015 – June 30, 2016 (FY 2015-16)**
 Contract Amount: **Not to exceed \$206,808**

0666

Budget Category	Amount
Direct Expenses	
Personnel Expenses	
Counselors (1.71 FTE)	\$83,801
Manager (.17 FTE)	\$14,786
Program Admin Staff (.14 FTE)	\$8,123
Fringe Benefits	\$24,725
Subtotal Personnel Expenses	\$131,435
Operating Expenses	
Supplies & Postage	\$1,111
Utilities & Telephone	\$2,525
Rent	\$7,175
Repair & Maintenance	\$621
Mileage	\$2,885
Therapeutic incentives (gift cards)	\$11,398
Client Supplies	\$14,704
Client Transportation	\$13,000
Staff Development	\$870
Insurance & Equipment	\$591
Subtotal Operating Expenses	\$54,880
Total Direct Expenses	\$186,315
Indirect Rate	\$20,493
Grand Total	\$206,808

BUDGET, TERMS AND CONDITIONS OF PAYMENT

CONTRACTOR shall submit invoices for approval by COUNTY authorized staff for program costs in arrears of services for a not to exceed total amount of \$206,808.00 for FY 2015-16. Invoices shall be submitted within 30 days of prior month services and sent to:

Centralized Contracting Unit
County of Santa Cruz, Human Services Department
1040 Emeline Ave., Building E
Santa Cruz, CA 95060

Exhibit B-01 – Budget/Terms of Payment

BUDGET MODIFICATION

0667

In accordance with this budget, CONTRACTOR shall be permitted to make transfers between line items within 10% of the total budget. Requests may be made and granted by written approval of COUNTY authorized staff in the form of an agreed upon budget modification.

INVOICING PROCEDURES

The CONTRACTOR shall invoice the COUNTY after the contract is approved and encumbered as specified above in the Terms and Conditions of Payment. The CONTRACTOR shall submit an original invoice with the following details included:

1. CONTRACTOR's business name (typed)
2. Billing to County of Santa Cruz, Human Services Department
3. Invoice number (typed)
4. Current contract number
5. Contract term (FY 2015-16)
6. Report period
7. Date invoice completed (must be after the end of the report period),
8. Total sum of services provided (backup documentation)
9. Itemized budget table, including:
 10. Total budget funding,
 11. Previous report period totals for the current FY (when applicable),
 12. Current report period charges,
 13. Total expenses YTD, and
 14. Budget balance YTD,
 15. Job title of employee/s performing itemized services,
 16. Mileage reimbursement [if applicable],
 17. Backup documentation and/or receipts, as requested by COUNTY,
 18. A dedicated line or space for COUNTY authorized staff to print and sign name, date, and list phone extension, and
 19. CONTRACTOR's signature with the authorized employee's name, title, business name, and contact information.

Exhibit B-02 – Budget/Terms of Payment

0668

Contractor Name: **Encompass Community Services**
 Title of Program: **Independent Living Program – Transition Age Youth (ILP - TAY)**
 Contract Held With: **County of Santa Cruz, Human Services Department (COUNTY)**
 Contract Period: **July 1, 2015 – June 30, 2016 (FY 2015-16)**
 Contract Amount: **Not to exceed \$ 123,239**

Budget Category	Amount
Direct Expenses	
Personnel Expenses	
Counselors (.91 FTE)	\$40,165
Manager (.09 FTE)	\$7,709
Program Admin Staff (.08 FTE)	\$4,322
Hourly On-Call Staff	\$6,000
Fringe Benefits	\$13,545
Subtotal Personnel Expenses	\$71,741
Operating Expenses	
Supplies & Postage & Printing	\$479
Utilities & Telephone	\$1,360
Rent	\$3,444
Repair & Maintenance	\$516
Mileage	\$2,399
Client Supplies	\$15,151
Therapeutic incentives (gift cards)	\$7,909
Client Transportation	\$5,700
Staff Development	\$447
Insurance & Equipment	\$1,880
Subtotal Operating Expenses	\$39,285
Total Direct Expenses	\$111,026
Indirect Rate (11%)	\$12,213
Grand Total	\$123,239

BUDGET, TERMS AND CONDITIONS OF PAYMENT

CONTRACTOR shall submit invoices for approval by COUNTY authorized staff for program costs in arrears of services for a not to exceed total amount of \$123,239.00 for FY 2015-16. Invoices shall be submitted within 30 days of prior month services and sent to:

Centralized Contracting Unit
County of Santa Cruz, Human Services Department

Exhibit B-02 – Budget/Terms of Payment

**1040 Emeline Ave., Building E
Santa Cruz, CA 95060**

0669

BUDGET MODIFICATION

In accordance with this budget, CONTRACTOR shall be permitted to make transfers between line items within 10% of the total budget. Requests may be made and granted by written approval of COUNTY authorized staff in the form of an agreed upon budget modification.

INVOICING PROCEDURES

The CONTRACTOR shall invoice the COUNTY after the contract is approved and encumbered as specified above in the Terms and Conditions of Payment. The CONTRACTOR shall submit an original invoice with the following details included:

1. CONTRACTOR's business name (typed)
2. Billing to County of Santa Cruz, Human Services Department
3. Invoice number (typed)
4. Current contract number
5. Contract term (FY 2015-16)
6. Report period
7. Date invoice completed (must be after the end of the report period),
8. Total sum of services provided (backup documentation)
9. Itemized budget table, including:
 10. Total budget funding,
 11. Previous report period totals for the current FY (when applicable),
 12. Current report period charges,
 13. Total expenses YTD, and
 14. Budget balance YTD,
 15. Job title of employee/s performing itemized services,
 16. Mileage reimbursement [if applicable]
 17. Backup documentation and/or receipts, as requested by COUNTY,
 18. A dedicated line or space for COUNTY authorized staff to print and sign name, date, and list phone extension, and
 19. CONTRACTOR's signature with the authorized employee's name, title, business name, and contact information.

Exhibit B-03 – Budget/Terms of Payment

0670

Contractor Name: **Encompass Community Services**
 Title of Program: **Transitional Housing Program Plus (THP Plus)**
 Contract Held With: **County of Santa Cruz, Human Services Department (COUNTY)**
 Contract Period: **July 1, 2015 – June 30, 2016 (FY 2015-16)**
 Contract Amount: **Not to exceed \$433,980**

Budget Category	Amount
Direct Expenses	
Personnel Expenses	
Counselors (2.37 FTE)	\$93,834
Therapist (0.6 FTE)	\$22,140
Manager (0.28 FTE)	\$25,220
Program Admin Staff (.2 FTE)	\$11,568
Hourly On-Call Staff	\$3,000
Fringe Benefits	\$32,107
Subtotal Personnel Expenses	\$187,869
Operating Expenses	
Supplies & Postage	\$2,241
Utilities & Telephone	\$5,358
Rent	\$11,793
Repair & Maintenance	\$1,770
Mileage	\$8,616
Client Supplies	\$45,170
Rental Subsidies	\$90,000
Therapeutic Incentives	\$24,000
Client Transportation	\$9,600
Staff Development	\$1,527
Insurance & Equipment	\$3,031
Subtotal Operating Expenses	\$203,106
Total Direct Expenses	\$390,975
Indirect Rate	\$43,005
Grand Total	\$433,980

BUDGET, TERMS AND CONDITIONS OF PAYMENT

CONTRACTOR shall submit invoices for approval by COUNTY authorized staff for program costs in arrears of services for a not to exceed total amount of \$433,980.00 for FY 2015-16. Invoices shall be submitted within 30 days of prior month services and sent to:

Centralized Contracting Unit
County of Santa Cruz, Human Services Department

Exhibit B-03 – Budget/Terms of Payment

**1040 Emeline Ave., Building E
Santa Cruz, CA 95060**

0671

BUDGET MODIFICATION

In accordance with this budget, CONTRACTOR shall be permitted to make transfers between line items within 10% of the total budget. Requests may be made and granted by written approval of COUNTY authorized staff in the form of an agreed upon budget modification.

INVOICING PROCEDURES

The CONTRACTOR shall invoice the COUNTY after the contract is approved and encumbered as specified above in the Terms and Conditions of Payment. The CONTRACTOR shall submit an original invoice with the following details included:

1. CONTRACTOR's business name (typed)
2. Billing to County of Santa Cruz, Human Services Department
3. Invoice number (typed)
4. Current contract number
5. Contract term (FY 2015-16)
6. Report period
7. Date invoice completed (must be after the end of the report period),
8. Total sum of services provided (backup documentation)
9. Itemized budget table, including:
 10. Total budget funding,
 11. Previous report period totals for the current FY (when applicable),
 12. Current report period charges,
 13. Total expenses YTD, and
 14. Budget balance YTD,
 15. Job title of employee/s performing itemized services,
 16. Mileage reimbursement [if applicable]
 17. Backup documentation and/or receipts, as requested by COUNTY,
 18. A dedicated line or space for COUNTY authorized staff to print and sign name, date, and list phone extension, and
 19. CONTRACTOR's signature with the authorized employee's name, title, business name, and contact information.

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

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: HUMAN SERVICES DEPARTMENT

By: [Signature] (Signature) 7/28/15 (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. 0672

- Said Agreement is between the **County of Santa Cruz Human Services Department** and **Consuelo Chavarria, 4470 Soquel Drive, Soquel, CA 95073** (Name/Address)
- The agreement will provide **recruitment for new foster care parents for the Family & Children Services.**
- Period of the agreement is from **July 1, 2015** to **June 30, 2016**
- Anticipated Cost is \$ **81,340** Fixed Monthly Rate Annual Rate Not to Exceed
Remarks: **Contact: Tatiana Brennan x4465**
- Detail: On Continuing Agreements List for FY **15** - **16** Page CC- Contract No: **16W3976** O R 1st Time Agreement
 Section II No Board Letter required, will be listed under item 8
 Section III Board Letter Required
 Section IV Revenue Agreement User Code
- Appropriations/Revenues are available and are budgeted in **392100** (Index) **62885-WCEC3-W506031** (Subject)

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

Appropriations are available and will be encumbered.
are not will be

Contract No: 16W3976

By: [Signature]
Auditor-Controller Deputy

Date: 7/29/15

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the **Human Services Department Director** to execute on behalf of the **County of Santa Cruz Human Services Department**

Date: 7/28/15 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 (4/08)
Title 1, 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		

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INDEPENDENT CONTRACTOR AGREEMENT
(STANDARD)

0673

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CONSUELO CHAVARRIA, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: Recruitment of new foster care parents as outlined in Exhibit A: Scope of Work for the County of Santa Cruz Human Services Department (hereinafter "the project").

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$81,340.00 processed for payment monthly in arrears, subject to receipt of invoice, and approval of Contract Manager as outlined in Exhibit B: Budget.

3. **TERM.** The term of this Contract shall be: July 1, 2015 through June 30, 2016. If this Contract is placed on the County's Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

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.**
To the fullest extent permitted by applicable law, 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 as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

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

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, 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 considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances

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carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

0674

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here CUA.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, 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 is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____ / ____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

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

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“This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

**Santa Cruz County
Human Services Department
Attn: Centralized Contracting Unit
1040 Emeline Avenue
Santa Cruz, CA 95060**

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Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(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 Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County
Human Services Department
Attn: Centralized Contracting Unit
1040 Emeline Avenue
Santa Cruz, CA 95060**

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, 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, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, 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, 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 Contract 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, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, 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

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or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. 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 Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

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(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract 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 (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

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

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

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

9. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

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11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract 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-Treasurer-Tax Collector, 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 Contract.

0677

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

13. **ATTACHMENTS.** Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Medi-Cal Data Privacy & Security Confidentiality Agreement
- Exhibit D: Living Wage Compliance Statement

14. **LIVING WAGE.** This Contract is covered under Living Wage provisions if this section is initialed by COUNTY TO for CE.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$15,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

16. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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SIGNATURE PAGE

0678

Contract No. 3976

INDEPENDENT CONTRACTOR AGREEMENT
(STANDARD)

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

2. CONSUELO CHAVARRIA

4. COUNTY OF SANTA CRUZ

By: 
SIGNED

By: _____
SIGNED


Consuelo Chavarria, Principal

Cecilia Espinola, Director
Human Services Department

Company Name: Consuelo Chavarria
Address: 4470 Soquel Drive
Soquel, CA 95073
Telephone: (831) 212-6336
Email: chavarriahome@comcast.net

3. APPROVED AS TO INSURANCE:

1. APPROVED AS TO FORM:


Risk Management 7/8/15


Office of the County Counsel

DISTRIBUTION:

- Human Services Department
- Auditor-Controller
- Risk Management
- Consuelo Chavarria

Exhibit A – Scope of Work

Contractor Name: **Consuelo Chavarria**
 Title: **Resource Family Recruiter**
 Contract Held With: **County of Santa Cruz, Human Services Department (COUNTY)**
 Contract Period: **July 1, 2015 – June 30, 2016 (FY 2015-16)**
 Contract Amount: **Not to Exceed \$81,340**

0679

CONTRACT OVERVIEW

The purpose of this contract is to recruit new foster parents for the Family and Children Services (FCS) Division of the Human Services Department (HSD) and to provide support to all prospective resource parents. A resource parent may be a licensed foster parent, an approved relative or an extended family member (such as a family friend, teacher, or neighbor) who is providing a home to a child in foster care.

In conjunction with performing activities that comply with the contract purpose the COUNTY is entering into a contract with Consuelo Chavarria (CONTRACTOR) for her expertise identifying and coordinating services to meet the needs of families interested in becoming resource parents. CONTRACTOR implements this expertise in services provided to potential resource parents, including members of faith-based communities.

CONTRACT PERFORMANCE OUTCOMES

CONTRACTOR shall be responsible for achieving the following outcomes as result of providing the agreed upon CONTRACTOR responsibilities.

Number	Performance Measurement
1	120 new families will attend Foster Parent Orientations, as measured by Foster Parent Orientations Sign in Sheets.
2	60 families from high need geographical areas, such as Watsonville and Live Oak, will attend Foster Parent Orientations. 30 from Watsonville and 30 from Live Oak).
3	40 families referred from faith-based organizations will attend Foster Parent Orientations (40 out of the 120 families from the first outcome).
4	At least 20 families will complete the Parent Resources for Information, Development and Education (PRIDE) training held at Cabrillo College.
5	Schedule and attend 2 school-based meetings per month during the academic year, for the purpose of parent recruitment.
6	The number of licensed homes at the end of the contract term, compared to the number of homes at the start of the term, shall increase, as measured by COUNTY, in CWS/CMS or Foster Parent Licensing Reports

CONTRACTOR RESPONSIBILITIES

Community Engagement

1. CONTRACTOR shall recruit at least 30 new families to attend Foster Parent Orientations per quarter.

Exhibit A – Scope of Work

2. CONTRACTOR shall recruit families from high need geographical areas and families that are interested in fostering school-age children and sibling sets. 0680
3. CONTRACTOR shall identify administrators in high need geographical areas and outreach to them, in consultation with the COUNTY FCS Licensing Supervisor, with the goal of gaining placement on the quarterly agenda for Board of Education meetings at the Santa Cruz County Office of Education. One goal of this effort will be an exchange of emergency card information.
4. CONTRACTOR shall be responsible for developing a multi-purpose presentation that highlights the purpose and benefits of becoming a foster parent and that can be presented to the school board, the business community or the local media.
5. CONTRACTOR shall outreach to school leaders and officials for the purpose of attending at least two meetings of a school-based organization per month. CONTRACTOR shall distribute recruitment materials provided by COUNTY on the need for foster parents within our community, the benefits of becoming a foster parent and the process of becoming a foster parent. Organizations may include, but are not limited to, Home & School meetings, English Learner Advisory Committee meetings, and School Site Council meetings.
6. CONTRACTOR shall prioritize attendance at school meetings tied to geographical areas where high numbers of at-risk children reside. CONTRACTOR will be provided with this list by the COUNTY FCS Licensing Supervisor and is not expected to identify these areas independently.
7. CONTRACTOR shall identify and outreach to local “family friendly” businesses that implement policies that are supportive of families with children by contacting the Chamber of Commerce and Latino Chamber of Commerce. CONTRACTOR shall contact identified “family friendly” businesses/organizations for the purpose of attending a staff meeting to present on the benefits and process for becoming a foster parent. CONTRACTOR shall distribute recruitment materials provided by COUNTY.
8. CONTRACTOR shall identify, attend, promote and participate in at least five community events to recruit foster parents (e.g. County Fair, Pride Parade, Holiday festivals and others). COUNTY FCS Licensing Supervisor to approve all events.
9. CONTRACTOR shall participate in the planning and activities of Resource Family events.
10. CONTRACTOR shall plan, coordinate, and contact leaders from the community for community focus groups to be held twice a year in targeted areas designated by COUNTY. The purpose of the focus group is to gather information from community members on how to best recruit families for the population of foster children in most need of a home, such as teens and sibling sets. COUNTY FCS Licensing Supervisor will provide CONTRACTOR with a list of potential attendees from the community for CONTRACTOR to invite.
11. CONTRACTOR shall cultivate connections with faith based organizations throughout

Exhibit A – Scope of Work

Santa Cruz County. CONTRACTOR shall initiate communication with four (4) faith based organizations per month. 0681

12. CONTRACTOR shall partner with existing foster parents who are members of congregations and solicit their support in implementing recruitment activities within the congregation.
13. CONTRACTOR shall attend the monthly meeting with established faith based pastor group, titled Church Leadership Network.
14. CONTRACTOR shall organize and host at least four (4) Foster Parent orientations at faith based organizations per year.

Media Engagement

15. CONTRACTOR shall participate, as needed, in ad hoc media response meetings held by COUNTY.
16. CONTRACTOR shall attend media training as arranged by COUNTY.
17. CONTRACTOR shall assist COUNTY FCS Licensing Supervisor in coordinating media messages in months of Adoption Awareness (November) and Foster Parent Awareness (May). Examples of activities for faith-based organizations include announcing the campaign in an organization's newsletter or getting on the agenda for an organization's sermon.
18. CONTRACTOR shall post messages to and monitor the Facebook page, "*County of Santa Cruz Foster Care and Adoption*" on a weekly basis. CONTRACTOR is to utilize the Facebook page as a means of providing updated information about foster care orientations, events, trainings, resources, etc. Facebook postings shall use factual stories that maintain confidentiality while sharing the positive impact of foster parenting on both children and parents.
19. CONTRACTOR shall maintain the COUNTY resource parent recruitment website. The website will be a tool for recruitment of new foster parents and a portal of information for existing foster parents. Website is to be user friendly, engaging and accurate. Changes to website content will be made with COUNTY Licensing Supervisor approval.
20. CONTRACTOR shall monitor the Facebook site, the Sentinel online and perform regular internet searches on Child Welfare in Santa Cruz County for any postings, articles or comments on resource parents and ensure posts are respectful in tone and content and do not violate confidentiality.
21. CONTRACTOR shall contribute to a Resource Home newsletter.

Foster Parent Cultivation

22. CONTRACTOR shall respond to all correspondence (including cell phone calls and email) as soon as possible, and no longer than 24 hours.
23. CONTRACTOR shall update COUNTY recruitment website with orientation dates.
24. CONTRACTOR shall attend Foster Parent Orientations led by COUNTY to provide contact information and offer assistance with the foster parent application process.

Exhibit A – Scope of Work

0682

25. CONTRACTOR to lead orientations as needed.
26. CONTRACTOR shall participate in meetings with COUNTY FCS Licensing Supervisor regarding the revision of Orientation format and offer feedback.
27. CONTRACTOR shall contact potential foster parents when they cannot attend an orientation and offer to schedule an individualized orientation. This should occur prior to the next scheduled training and at a location of the foster parent’s choosing.
28. CONTRACTOR shall gather sign-in sheet information and input name, address, and other basic information of potential resource parents into the Resource Home Database. CONTRACTOR shall include in the Resource Home Database that the family attended an orientation.
29. For all other potential foster families, CONTRACTOR shall:
 - a. Call after orientation and send thank you cards provided by COUNTY.
 - b. Inform potential foster families of upcoming Parents’ Resource for Information, Development, and Education (PRIDE) training.
 - c. Offer and provide assistance in completing an application. For anyone submitting an incomplete application, the CONTRACTOR shall provide assistance to make the needed corrections. CONTRACTOR shall remove barriers in the completion of the application packet, i.e. provide information about setting up Live Scan appointments, provide documentation needed for application review, etc.
30. CONTRACTOR shall attend PRIDE training for the purpose of providing contact information and offering assistance with the foster parent application process.
31. CONTRACTOR shall participate in training as determined necessary by COUNTY FCS Licensing Supervisor.
32. CONTRACTOR shall be responsible for other reasonably related duties, as assigned by the COUNTY FCS Licensing Supervisor.

CONTRACTOR AND COUNTY MEETINGS

CONTRACTOR shall perform duties 40-hours a week on and off site. Aside from attendance at events or orientations listed above, CONTRACTOR shall control the hours worked with consideration given to meet the scheduling needs of the organizations and individuals contacted. Hours may include evenings or weekends.

CONTRACTOR shall be responsible for attending meetings that incorporate the responsibilities as outlined in this scope of work.

Meeting	Location	Frequency
COUNTY FCS Unit Meetings	1400 Emeline	Semimonthly
Consultation with COUNTY FCS Licensing Supervisor	1400 Emeline	Weekly
Media Meetings	TBD	As needed
School Meetings	TBD	2x per month

Exhibit A – Scope of Work

COUNTY RESPONSIBILITIES

0683

COUNTY FCS Licensing Supervisor will oversee work of CONTRACTOR through weekly, in-person consultations.

1. COUNTY FCS Licensing Supervisor will inform CONTRACTOR of the geographic areas of identified target schools for recruitment efforts.
2. COUNTY will provide regular training to CONTRACTOR as needed. Specific trainings may include (but are not limited to):
 - a. Licensing Academy
 - b. Media training
 - c. Common Core Training (Bay Area Academy)
 - d. Training on the use of the Resource Home Database, and other relevant computer functions
3. COUNTY will provide orientation sign-in sheets that gather the necessary information.
4. COUNTY will provide training completion information on prospective foster parents who completed PRIDE.
5. COUNTY will provide CONTRACTOR with a work station, networked computer access, and office supplies to facilitate onsite work as needed.
6. COUNTY will provide a cell phone for the support of recruitment activities.
7. COUNTY FCS Licensing Supervisor will advise CONTRACTOR in establishing critical relationships with community partners relevant to community engagement responsibilities.
8. COUNTY FCS Licensing Supervisor will advise CONTRACTOR in coordinating focus groups and other critical community presentations.

CONTRACTOR REPORTS AND DELIVERABLES

CONTRACTOR shall report on activities and coordinate duties with the COUNTY FCS Licensing Supervisor through weekly phone calls and bi-monthly meetings.

CONTRACTOR shall submit a brief written summary of accomplishments two times a year. This is to be submitted to the COUNTY FCS Program Manager and the COUNTY Centralized Contracting Unit (CCU) Analyst.

Report	Content	Submit to	Due date
Semiannual Report	Performance Measurements: 1. Number of total new families attending foster parent orientations broken out by: a. Number of families from high need geographical areas, such as Watsonville and Live Oak. b. Number of families referred from faith-based organizations. c. Number of families who have	COUNTY FCS Program Manager and COUNTY CCU Analyst	January 30, 2016 July 30, 2016

Exhibit A – Scope of Work

0684

	<p>completed the Parent Resources for Information, Development and Education (PRIDE) training held at Cabrillo College.</p> <p>2. Number of school-based meetings attended during the academic year to date, for the purpose of parent recruitment.</p> <p>3. Comparison of the number of licensed homes at the start of the contract term to the number of homes at the time of the report. These numbers will be provided by COUNTY. CONTACTOR to request numbers.</p> <p>Summary of activities:</p> <p>1. Recruitment activities, including those that are recruiting the most needed families for school-age children, sibling sets and children from school catchment areas.</p> <p>2. Foster parent cultivation activities.</p> <p>3. Number of orientations at faith-based organizations</p> <p>4. Number of orientations</p> <p>5. Successes and challenges</p>		
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CONTRACTOR INVOICING

1. CONTRACTOR shall provide a detailed monthly invoice, using a template created by the COUNTY, to document program expenditures based on the contractual agreement in Exhibits B-01, Budget for FY 2015-16.
2. CONTRACTOR shall print, date, sign, and then submit each monthly invoice as an original document, within 30 days following the end of the reported month.
3. CONTRACTOR shall submit the May 2016 invoice by 5 pm on Friday, June 10, 2016, and the June 2016 invoice by 5pm on Tuesday, July 14, 2016, which is ten (10) business days following the end of the contract term.

Exhibit B – Budget/Terms of Payment

0685

Contractor Name: **Consuelo Chavarria**
 Title of Program: **Resource Family Recruiter**
 Contract Held With: **County of Santa Cruz, Human Services Department (COUNTY)**
 Contract Period: **July 1, 2015 – June 30, 2016 (FY 2015-16)**
 Contract Amount: **Not to Exceed \$81,340**

Budget Category	Amount
Direct Cost	
Resource Family Recruiter (2,016 hours @\$40.00/hr)	\$80,640
Indirect Cost	
Telephone	\$700
Total	\$81,340

BUDGET, TERMS AND CONDITIONS OF PAYMENT

The CONTRACTOR may submit invoices for approval by COUNTY authorized staff for program costs in arrears of services for a FY 2015-16 not to exceed total amount of \$81,340.00. Invoices are to be submitted within 30 days of prior month services and shall be sent to:

Centralized Contracting Unit
County of Santa Cruz, Human Services Department
1040 Emeline Ave., Building E
Santa Cruz, CA 95060

BUDGET MODIFICATION

In accordance with this budget, CONTRACTOR shall be permitted to make transfers between line items within 10% of the total budget. Requests may be made and granted by written approval of COUNTY authorized staff in the form of an agreed upon budget modification.

INVOICING PROCEDURES

The CONTRACTOR shall invoice the COUNTY after the contract is approved and encumbered as specified above in the Terms and Conditions of Payment. The CONTRACTOR shall submit an original invoice with the following details included:

1. CONTRACTOR’s business name (typed)
2. Billing to County of Santa Cruz, Human Services Department
3. Invoice number (typed)
4. Current contract number
5. Contract term (FY 2015-16)
6. Report period
7. Date invoice completed (must be after the end of the report period),
8. Total sum of services provided (backup documentation)

Exhibit B – Budget/Terms of Payment

- 9. Itemized budget table, including: 0586
 - a. Total budget funding,
 - b. Previous report period totals for the current FY (when applicable),
 - c. Current report period charges,
 - d. Total expenses YTD, and
 - e. Budget balance YTD,
- 10. Mileage reimbursement [if applicable]
- 11. A dedicated line or space for COUNTY authorized staff to print and sign name, date, and list phone extension, and
- 12. CONTRACTOR’s signature with name, title, business name, and contact information.

COUNTY OF SANTA CRUZ HUMAN SERVICES DEPARTMENT
MEDI-CAL DATA PRIVACY AND SECURITY CONFIDENTIALITY AGREEMENT

AGENT: CONSUELO CHAVARRIA

CONFIDENTIALITY AGREEMENT:

CONSUELO CHAVARRIA, its/her/his employees, contractors, representatives, volunteers and agents (hereinafter referred to as CONTRACTOR), may be involved with work pertaining to services provided by the County of Santa Cruz and, if so, may have access to confidential data and client protected information pertaining to persons and/or entities receiving services from the County. This information includes but is not limited to client name, address, social security number, date of birth, driver's license number, identification number, or any other information that identifies the individual. In addition, CONTRACTOR may also have access to proprietary information supplied by the County of Santa Cruz or by other vendors doing business with the County of Santa Cruz. The County has a legal obligation to protect all such confidential data and client protected information in its possession, especially data and information concerning health, mental health, criminal and public assistance records. The County must ensure that the confidential data and client protected information shall be protected by CONTRACTOR. Consequently, CONTRACTOR agrees to sign this agreement as a condition of its/her/his work for the County.

CONTRACTOR hereby agrees not to divulge to any unauthorized person, company or organization any of the data or information obtained while performing work pursuant to the attached contract with the County of Santa Cruz. CONTRACTOR agrees to forward all requests for the release of any data or client protected information received by it/her/him to the County Designated Representative.

CONTRACTOR further agrees to keep confidential all financial, health, criminal and public assistance records and all data and client protected information pertaining to persons and/or entities receiving services from the County, including design concepts, algorithms, programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by CONTRACTOR under the attached contract. CONTRACTOR agrees to protect said confidential materials against disclosure to other than County employees who have a need to know the information. CONTRACTOR agrees that if proprietary information supplied by the County or by other County vendors is provided to it during this engagement, CONTRACTOR shall keep such information confidential.

CONTRACTOR agrees to report to the County Designated Representative any and all violations of this contract by it/her/him and by any other person, company or organization of which it becomes aware. CONTRACTOR agrees to return all confidential materials to the County Designated Representative upon completion of termination of the contract.

It is acknowledge that violation of this agreement may subject CONTRACTOR to civil and/or criminal action and that the County of Santa Cruz may seek possible legal redress.

NAME: _____
(Signature) 

DATE: 7/10/15

NAME: Consuelo Chavarria

POSITION: Principal, Consuelo Chavarria

Report SCZCM1000: County Form ADM-29
Contract No. 16W3984
Contractor V127587 COMMUNITY BRIDGES

0688

Type	GN	ICA General			
Manager			Security Code	3920	Human Services- Welfare
Original Amount	Amendment Total		Current Maximum Total	Contingency Amt	Encumbrance Total
\$130,000.00	\$0.00		\$130,000.00	\$0.00	\$0.00
Administrator			CAL Sec ORIG		Original Contract

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the Human Services- Welfare and COMMUNITY BRIDGES.

The agreement will provide La Manzana & Live Oak Family

Period of agreement is from 7/1/2015 to 6/30/2016.

Anticipated Cost is \$130,000.00.

Appropriations/Revenues are available and are budgeted as follows:

No	FY	Account	Description	Qty	Units	Price	Extd Amt
1	2016	GL 392100 - 62885	La Manzana & Live Oak Family	1	EA	\$130,000.00	\$130,000.00

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

Time	User ID	User Name	Role	Approved As To	Status
07/28/15 16:23:46	HD012496	Annabelle Juntado	Contract Initiator	Self-Approved	Accepted
07/28/15 16:25:00	HD012151	Rick Harron	Departmental Manager	Appropriations Are Available	Accepted
07/28/15 16:57:27	CAO031	Rayne Marr	County Administrative Office	Proposal and Accounting: Recommended for BOS Approval	Pending
07/28/15 16:57:28			Deputy Clerk	Certification of BOS Approval of Contract	Future

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS
CERTIFIED BY THE CLERK OF THE BOARD

INDEPENDENT CONTRACTOR AGREEMENT
(NON-PROFIT)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and COMMUNITY BRIDGES, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: Case management for foster care providers as outlined in Exhibit A: Scope of Work for the County of Santa Cruz Human Services Department (hereinafter "the program").

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$130,000.00, processed for payment monthly in arrears, subject to receipt of invoice, and approval of Contract Manager as outlined in Exhibit B: Budget.

3. **TERM.** The term of this Contract shall be: July 1, 2015 through June 30, 2016. If this Contract is placed on the County's Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

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

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

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, 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 considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for

this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here / ____.

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless 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 Contract, 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 is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY
LC/TB for CE

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both

54

CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations. 0691

(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 (10 days for nonpayment of premium) has been given to:

**Santa Cruz County
Human Services Department
Attn: Centralized Contracting Unit
1040 Emeline Avenue
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(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 Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County
Human Services Department
Attn: Centralized Contracting Unit
1040 Emeline Avenue
Santa Cruz, CA 95060**

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, 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, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, 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, 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 Contract 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, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, 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, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. 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 Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract 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 (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

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

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

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

9. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract 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-Treasurer-Tax Collector, 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 Contract.

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

13. **ATTACHMENTS.** Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

Exhibit A: Scope of Work

Exhibit B: Budget

Exhibit C: Living Wage Data Report (Form 1) & Non-Wage Provisions Self-Certification (Form 2)

Exhibit D: Medi-Cal Data Privacy & Security Confidentiality Agreement

Exhibit E: Assurance of Compliance with Nondiscrimination Requirements

14. **LIVING WAGE.** This Contract is covered under Living Wage provisions if this section is initialed by COUNTY TB for CE.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the "non-wage" related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. **NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS.** The following requirements shall be met, in addition to any other requirements of this Contract:

A. **WEB LINKS** – If a non-profit CONTRACTOR has an organizational web site, it shall be a requirement of this Contract to provide links to the HelpSCC (www.helpscc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.

16. **MONITORING PROGRAM FOR 501(c)(3) NONPROFIT AGENCIES.** Each of the following requirements shall be met, in addition to any other requirements of this Contract.

A. Within 180 days of the end of each of the CONTRACTOR'S fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of the

CONTRACTOR’S operations. Financial statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector (“ACTTC”).

- (1) For the purposes of this paragraph, “CONTRACTOR’S fiscal year” shall be that period the CONTRACTOR utilizes for its annual budget cycle.
- (2) The Contract Administrator with concurrence of the ACTTC may agree to extend the deadline for the Financial Statements required by this paragraph.

- B. In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the ACTTC ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here ____ (Aud); ____ (CA).
- C. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR’S financial position or substantially interferes with the CONTRACTOR’S ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the ACTTC of any impairment upon being notified by the contractor.
- D. For audit authority of the ACCTC refer to the paragraph on “Retention and Audit of Records.”

17. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$15,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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Contract No. 3984

INDEPENDENT CONTRACTOR AGREEMENT
(NON-PROFIT)

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

2. **COMMUNITY BRIDGES**

4. **COUNTY OF SANTA CRUZ**

By: 
SIGNED

By: _____
SIGNED

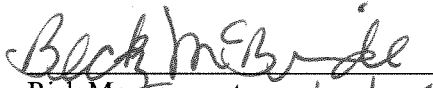
Raymon Cancino, Chief Executive Office

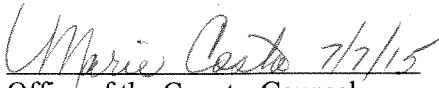
Cecilia Espinola, Director
Human Services Department

Company Name: Community Bridges
Address: 236 Santa Cruz Avenue
Aptos, CA 95003
Telephone: (831) 688-8840 x201
Email: raymonc@cbridges.org

3. **APPROVED AS TO INSURANCE:**

1. **APPROVED AS TO FORM:**


Risk Management 7/7/15

 7/7/15
Office of the County Counsel

DISTRIBUTION:

- Human Services Department
- Auditor-Controller
- Risk Management
- Community Bridges

Exhibit A– Scope of Work

Contractor Name: **Community Bridges** 0696
 Title of Program: **Resource Family Liaisons**
 Contract Held With: **County of Santa Cruz, Human Services Department (COUNTY)**
 Contract Period: **July 1, 2015 – June 30, 2016 (FY 2015-16)**
 Contract Amount: **Not to exceed \$130,000**

CONTRACT OR PROGRAM OVERVIEW

County of Santa Cruz, Human Services Department (HSD), Family & Children’s Services (FCS) division provides foster placement and adoption services for children who are unable to remain at home with their family of origin due to abuse or neglect. Families who provide homes to children in foster care are called resource parents and may be licensed foster parents or approved relative or friend caregivers. It is the goal of HSD that resource families receive the support and training necessary to ensure that placement will become permanent should the child not be able to safely return to their family of origin.

The COUNTY is entering into a contract with Community Bridges (CONTRACTOR) for their expertise in providing community based support to resource parents. Community Bridges employs two full-time resource family liaisons who are stationed at Family Resource Centers (FRC) in the community, La Manzana Family Resource Center and Live Oak Family Resource Center. The resource family liaisons assess needs of families and provide case management services. In addition, they help find and process volunteers from the community to assist children/youth in care with identified needs. Needs of the children/youth are identified by their caregivers and range from academic tutoring to athletic instruction.

CONTRACT PERFORMANCE OUTCOMES

Units of Service	Quality of Service	Outcome
140 families will receive outreach and referrals.	90% of adults will report satisfaction with services received by Liaisons, as reported in program developed anonymous surveys.	80% of families will report that they have fewer needs due to the Liaison services, as reported in program developed anonymous surveys.
140 families served will be screened for CalFresh benefits.	90% of potentially eligible families without CalFresh benefits will be offered assistance with applying for CalFresh within sixty days of intake, as measured by program forms and reported in the Apricot database.	60% of eligible families served for at least three months will report receiving CalFresh benefits, as measured by program forms and reported in the Apricot database.
140 families will receive one-	90% of families will report	70% of families surveyed that

Exhibit A– Scope of Work

0697

to-one case management.	that the case management services met their needs, as reported in program developed anonymous surveys.	have had a foster child in their care for at least three months will not have requested that the child in be placed in a different home.
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CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall complete a criminal and child abuse background check on Liaison staff
2. CONTRACTOR shall maintain a list of services and other community assets available to children in foster care and their caregivers residing in target communities. Such assets would include: Social or other services, low or no-cost resources, and donated goods.
3. CONTRACTOR shall create and maintain a calendar of community events focused on children and families and share this information with resource families.
4. CONTRACTOR shall create a volunteer network for foster children and resource families and link volunteers with resource families. CONTRACTOR must screen all potential volunteers through established procedures.
5. CONTRACTOR shall assist resource families in applying for CalFresh benefits.
6. CONTRACTOR shall coordinate and provide individualized support activities which meet the needs of local resource families. Activities to include:
 - a. Call each resource parent in target areas monthly;
 - b. Complete the Intake Needs Checklist with each new resource parent served (Intake Needs Checklist provided by County in earlier contract);
 - c. Provide home visits to all resource parents who are interested in home visits.
 - d. Link resource families with goods and services. Particularly ensure resource families' educational needs are met through linkage with tutoring as needed.
 - e. Provide advocacy support for resource parents as needed with COUNTY. Communicate all reasonable concerns to COUNTY FCS Program Manager.
7. CONTRACTOR shall coordinate, plan and execute special resource parents support events annually. This is contingent on COUNTY funds.
8. CONTRACTOR shall assist with planning and conducting Resource Parent Appreciation Events.
9. CONTRACTOR shall deduct normal sick leave hours, holiday hours and vacation hours from hours worked.
10. CONTRACTOR shall maintain a flexible schedule in order to meet the needs of families.
11. CONTRACTOR shall provide alternate employees to perform the contracted duties if the assigned employees take leave of absence (such as medical or maternity leave).
12. CONTRACTOR shall develop a survey for assessing resource family satisfaction with services provided. The survey will also measure the outcome identified (families with a child for at least three months did not request that the child be removed from their home). Survey

Exhibit A– Scope of Work

is to be anonymous. Respondents shall be provided a stamped envelope to return the survey and the survey must be approved by COUNTY before being implemented. Draft survey is to be provided to COUNTY for review by October 1, 2015.

Work Location

1. CONTRACTOR shall provide office space located in the targeted community.
2. CONTRACTOR shall travel to Santa Cruz and Watsonville, as needed, for meetings and travels to homes of resource families within the targeted community.

CONTRACTOR AND COUNTY MEETINGS

Meeting Purpose	Frequency	Attendees	Location
Report on activities & coordinate duties.	Weekly phone call & bi-monthly meetings	CONTRACTOR and COUNTY FCS Licensing Supervisor	TBD

HUMAN SERVICES DEPARTMENT, FAMILY & CHILDREN’S SERVICES RESPONSIBILITIES

1. COUNTY will provide a list of resource homes to Liaisons at the beginning of each month.
2. COUNTY will provide feedback and approval of Resource Home Survey.
3. COUNTY FCS Licensing Supervisor will coordinate activities and provide guidance on issues related to Family Children’s Services.
4. COUNTY will provide funds if available for an annual community event at a Family Resource Center.

CONTRACTOR REPORTS AND DELIVERABLES

Report	Content	Delivered To	Due Date
Semiannual Report	<ul style="list-style-type: none"> • Number of Families served. • Age, gender, race/ethnicity, primary language of individuals served • Number of families receiving CalFresh • Number of families not receiving CalFresh, requesting info on CalFresh • Number of families receiving assistance with CalFresh application within 60 days • % of eligible families who were served for at least three months that report receiving CalFresh 	COUNTY Centralized Contracting Unit (CCU) Analyst & COUNTY FCS Licensing Supervisor	January 30, 2016 and July 30, 2016.

Exhibit A– Scope of Work

0699

	<ul style="list-style-type: none"> • Support activities provided in period • Success and Challenges. 		
Survey and Report on Resource Family Satisfaction Survey	<ul style="list-style-type: none"> • Summary of how survey was administered • Frequency of responses of all survey questions. • Summary of open ended questions. • Attach survey 	COUNTY CCU Analyst	Draft Survey: October 1, 2015 and Summary report February 29, 2016

CONTRACTOR INVOICING:

1. CONTRACTOR shall provide a detailed monthly invoice, using a template created by the COUNTY, to document program expenditures based on the contractual agreement in Exhibits B-01, Budget for FY 2015-16.
2. CONTRACTOR shall print, date, sign, and then submit each monthly invoice as an original document, within 30 days following the end of the reported month.
3. CONTRACTOR shall submit back-up documentation to verify charges claimed on invoices, in a format developed by CONTRACTOR, to COUNTY authorized staff for verification purposes (for confidentiality, back-up documentation shall not be provided to County Auditor’s office).

Exhibit B– Budget/Terms of Payment

0700

Contractor Name: **Community Bridges**
 Title of Program: **Resource Family Liaisons**
 Contract Held With: **County of Santa Cruz, Human Services Department (COUNTY)**
 Contract Period: **July 1, 2015 – June 30, 2016 (FY 15-16)**
 Contract Amount: **Not to exceed \$130,000**

Resource Family Liaison at La Manzana Family Resource Center 3960-01	Amount
DIRECT PERSONNEL COSTS	
0.875 FTE Resource Family Liaison (35 hr/wk)	\$28,770
0.125 FTE Program Manager (5 hr/wk)	\$5,132
Subtotal	\$33,902
Fringe Benefit @ 37.253%	\$8,476
Direct Personnel Costs Subtotal	\$42,378
DIRECT OPERATIONS COSTS	
Staff Travel	\$1,000
Office Supplies	\$1,500
Postage	\$100
Communication/Internet	\$1,500
Occupancy	\$7,500
IT Service	\$563
Printing/Copying	\$1,034
Direct Operation Costs Subtotal	\$13,197
Indirect Overhead @14.5% of Contract Amount	\$9,425
La Manzana Family Resource Center Total	\$65,000
Resource Family Liaison at Live Oak Family Resource Center 3960-02	
DIRECT PERSONNEL COSTS	
0.875 FTE Resource Family Liaison (35 hr/wk)	\$28,936
0.125 FTE Program Manager (5 hr/wk)	\$5,802
Subtotal	\$34,738
Fringe Benefit @ 38.3%	\$13,303
Direct Personnel Costs Subtotal	\$48,041
DIRECT OPERATIONS COSTS	
Staff Travel	\$376
Office Supplies	\$729
Postage	\$57
Communication/Internet	\$1,496
Occupancy	\$4,649
IT Service	\$134
Printing/Copying	\$93
Direct Operation Costs Subtotal	\$7,534
Indirect Overhead @14.5% of Contract Amount	\$55,575
Live Oak Family Resource Center Total	\$65,000
Grand Total	\$130,000

Exhibit B– Budget/Terms of Payment

0701

BUDGET, TERMS AND CONDITIONS OF PAYMENT

The CONTRACTOR may submit invoices for approval to COUNTY authorized staff for a FY 2015-16 not to exceed total amount of \$130,000.00 for program costs in arrears of services. Invoices are to be submitted within 30 days of prior month services and shall be sent to:

**Centralized Contracting Unit
County of Santa Cruz, Human Services Department
1040 Emeline Ave., Building E
Santa Cruz, CA 95060**

BUDGET MODIFICATION

In accordance with this budget, CONTRACTOR shall be permitted to make transfers between line items within 10% of the total budget. Requests may be made and granted by written approval of COUNTY authorized staff in the form of an agreed upon budget modification.

INVOICING PROCEDURES

The CONTRACTOR shall invoice the COUNTY after the contract is approved and encumbered as specified above in the Terms and Conditions of Payment. The CONTRACTOR shall submit an original invoice with the following details included:

1. CONTRACTOR's business name (typed)
2. Billing to County of Santa Cruz, Human Services Department
3. Invoice number (typed)
4. Current contract number
5. Contract term (FY 15-16)
6. Report period
7. Date invoice completed (must be after the end of the report period),
8. Total sum of services provided (backup documentation)
9. Itemized budget table, including:
 - a. Total budget funding,
 - b. Previous report period totals for the current FY (when applicable),
 - c. Current report period charges,
 - d. Total expenses YTD, and
 - e. Budget balance YTD,
 - f. Job title of employee/s performing itemized services,
 - g. Mileage reimbursement [if applicable]

Exhibit B- Budget/Terms of Payment

0702

- 10. A dedicated line or space for COUNTY authorized staff to print and sign name, date, and list phone extension, and
- 11. CONTRACTOR's signature with the authorized employee's name, title, business name, and contact information.

3984

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

0703

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: **HUMAN SERVICES DEPARTMENT**
By: [Signature] (Signature) 7/29/15 (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 **County of Santa Cruz Human Services Department** and **Parents Center, Inc., 530 Soquel Avenue, Santa Cruz, CA 95062** (Name/Address)
- The agreement will provide **evidence-based therapy to children and parents who are involved in the Drug Dependency Court**
- Period of the agreement is from **July 1, 2015** to **June 30, 2016**
- Anticipated Cost is \$ **260,044** Fixed Monthly Rate Annual Rate Not to Exceed
Remarks: **Contact: Tatiana Brennan x4465**
- Detail: On Continuing Agreements List for FY **15** - **16** Page CC- Contract No: **16W3909** O R 1st Time Agreement
 Section II No Board Letter required, will be listed under item 8
 Section III Board Letter Required
 Section IV Revenue Agreement **User Code**
- Appropriations/Revenues are available and are budgeted in **392100** (Index) **62885-WCEC3-W146068** (Subject)

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

Appropriations are available and will be encumbered.
Appropriations are not available and will be encumbered.

Contract No: 16W3909
By: [Signature] Date: 7/29/15
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the **Human Services Department Director** to execute on behalf of the **County of Santa Cruz Human Services Department**

Date: 7/29/15 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 (4/08)
Title 1, 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		

84

INDEPENDENT CONTRACTOR AGREEMENT
(NON-PROFIT)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and PARENTS CENTER, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: Provide evidence-based therapy to children and parents who are involved in the Drug Dependency Court as outlined in Exhibit A: Scope of Work for the County of Santa Cruz Human Services Department (hereinafter "the program").

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$260,044.00, processed for payment monthly in arrears, subject to receipt of invoice, and approval of Contract Manager as outlined in Exhibit B: Budget.

3. **TERM.** The term of this Contract shall be: July 1, 2015 through June 30, 2016. If this Contract is placed on the County's Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

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

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

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, 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 considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR

normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here / ____.

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless 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 Contract, 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 is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY

Handwritten initials and signature: JH, CA, H. B. G. L. E.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with

such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(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 (10 days for nonpayment of premium) has been given to:

**Santa Cruz County
Human Services Department
Attn: Centralized Contracting Unit
1040 Emeline Avenue
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(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 Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County
Human Services Department
Attn: Centralized Contracting Unit
1040 Emeline Avenue
Santa Cruz, CA 95060**

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, 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, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, 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, 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 Contract 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, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, 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, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. 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 Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

0707

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract 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 (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

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

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

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

9. **NONASSIGNMENT.** CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract 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-Treasurer-Tax Collector, 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 Contract.

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

13. **ATTACHMENTS.** Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Living Wage Data Report (Form 1) & Non-Wage Provisions Self-Certification (Form 2)
- Exhibit D: Medi-Cal Data Privacy & Security Confidentiality Agreement
- Exhibit E: Assurance of Compliance with Nondiscrimination Requirements

14. **LIVING WAGE.** This Contract is covered under Living Wage provisions if this section is initialed by COUNTY TS for CE.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the "non-wage" related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. **NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS.** The following requirements shall be met, in addition to any other requirements of this Contract:

- A. **WEB LINKS** – If a non-profit CONTRACTOR has an organizational web site, it shall be a requirement of this Contract to provide links to the HelpSCC (www.helpscc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.

16. **MONITORING PROGRAM FOR 501(c)(3) NONPROFIT AGENCIES.** Each of the following requirements shall be met, in addition to any other requirements of this Contract.

A. Within 180 days of the end of each of the CONTRACTOR'S fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of the CONTRACTOR'S operations. Financial statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector ("ACTTC").

(1) For the purposes of this paragraph, "CONTRACTOR'S fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.

(2) The Contract Administrator with concurrence of the ACTTC may agree to extend the deadline for the Financial Statements required by this paragraph.

B. In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the ACTTC ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here ____ (Aud); ____ (CA).

C. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR'S financial position or substantially interferes with the CONTRACTOR'S ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the ACTTC of any impairment upon being notified by the contractor.

D. For audit authority of the ACCTC refer to the paragraph on "Retention and Audit of Records."

17. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$15,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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SIGNATURE PAGE

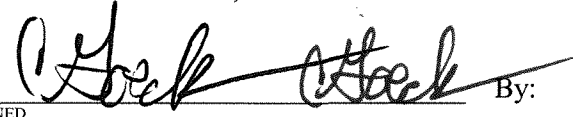
Contract No. 3909

INDEPENDENT CONTRACTOR AGREEMENT
(NON-PROFIT)

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

2. PARENTS CENTER, INC.

4. COUNTY OF SANTA CRUZ

By: 
SIGNED

By: 
SIGNED


Celia Goeckermann, Executive Director

Cecilia Espinola, Director
Human Services Department

Company Name: Parents Center, Inc.
Address: 530 Soquel Avenue
Santa Cruz, CA 95062
Telephone: (831) 426-7322 x52
Email: selah_selah@yahoo.com
Fax: (831) 426-2803

3. APPROVED AS TO INSURANCE:

1. APPROVED AS TO FORM:


Risk Management 7/7/15

 7/7/15
Office of the County Counsel

DISTRIBUTION:

- Human Services Department
- Auditor-Controller
- Risk Management
- Parents Center, Inc.

Exhibit A-01 – Scope of Work

0711

Contractor Name: **Parents Center, Inc.**
 Title of Program: **Leaps & Bounds**
 Contract Held With: **County of Santa Cruz, Human Services Department (COUNTY)**
 Contract Period: **July 1, 2015 – June 30, 2016 (FY 2015-16)**
 Contract Amount: **Not to exceed \$260,044**

CONTRACT OR PROGRAM OVERVIEW

The division of Family and Children’s Services (FCS) within the Human Services Department (HSD) becomes involved in the welfare of children and families when parents are unable to provide safe and supportive care. When parental substance abuse is a factor, FCS is mandated to refer the parents to Dependency Drug Court and often the child/ren will be placed in foster care while the parent(s) receives treatment. A requirement of Dependency Drug Court program is that parents and children receive support through therapeutic treatment.

FCS contracts with the Parents Center (CONTRACTOR) to provide three primary therapy interventions: First Relationship curriculum; Ages & Stages Questionnaire (ASQ) Learning Activities; and, Parent-Child Interaction Therapy (PCIT) . These services are provided to young foster children (ages 0-5) whose parents are recovering from substance use and are participants of the local Dependency Drug Court program. The program is called Leaps & Bounds and is a collaborative effort between CONTRACTOR and COUNTY.

Families eligible for participation are initially approached by a Parent Mentor who meets parents at Court during Family Preservation Court (FPC) sessions to inform them of the Leaps & Bounds program and enroll them into the program. Leaps & Bounds (L&B) employs two full-time dedicated Children’s Service Coordinators (CSC) to coordinate and deliver key service elements of the project. The CSCs initiate the first family visit to build rapport, establish a common understanding of the program, and obtain consent to participate in program activities and evaluation. The CSCs continue to provide direct services and referrals to families throughout the duration of their participation and regularly scheduled home visits.

CONTRACT PERFORMANCE OUTCOMES

Units of Service	Quality of Service	Outcome
12 parents will receive Parent-Child Interaction Therapy (PCIT).	At least 85 % of parents who complete the surveys will report satisfaction with services, as measured by a Leaps and Bounds Parent Survey and/or Therapy Attitude Inventory (TAI) at the end of receiving their	At least 80% of parents will show improvements in interactions with their children in pre- and post-assessments, as measured by the Assessment of Interaction Quality tool developed by UC Davis.

	services.	
12 children will receive Parent-Child Interaction Therapy (PCIT).	At least 85% of children will demonstrate improved parent- child relationships, as measured by comparing pre- and post- treatment Dyadic Parent-Child Interaction Coding System scores. (DPICS).	At least 80% of children will show improvement over nine months in child conduct as measured by Eyeberg Child Behavior Inventory (ECBI).

CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall adhere to all provisions of the contract.
2. CONTRACTOR shall maintain client records in a confidential manner.
3. CONTRACTOR shall obtain signatures for all consents, releases and other required documentation for Parent-Child Interaction Therapy (PCIT) services.
4. CONTRACTOR, in conjunction with COUNTY, shall interview, hire and employ the Children’s Services Coordinators (CSCs). The CSCs shall adhere to CONTRACTOR personnel policies and procedures, as well as those of COUNTY.
5. CONTRACTOR shall be responsible for paying and providing benefits to the CSCs.
6. CONTRACTOR Director shall participate in PCIT training, and shall supervise the Children’s Services Coordinators as they learn and perform PCIT services, in accordance with the agreement with UC Davis/PCIT.
7. CONTRACTOR shall supervise and support two full-time equivalent Children’s Services Coordinators, appropriately trained and qualified, to conduct PCIT services as requested by COUNTY. Upon completion of the training, these individuals shall be qualified to train new staff as required.
8. CONTRACTOR Director shall complete comprehensive PCIT training as specified by COUNTY and UC Davis, shall be qualified as a PCIT trainer upon completion of the training, and shall train new staff as required.
9. CONTRACTOR shall maintain existing office space to provide PCIT treatment in North and South County offices. Each treatment space must meet the specifications identified by UC Davis.
10. CONTRACTOR shall comply with all UC Davis specifications for conducting PCIT, including building and equipment requirements. This includes, but is not limited to, installing and maintaining one-way mirrors, audiovisual and other required equipment at each site, providing chairs, tables, booster seats, equipment and toys, etc, as recommended by UC Davis.
11. CONTRACTOR shall support Children’s Service Coordinators to transport children to PCIT sessions, as necessary and as requested by COUNTY.

Exhibit A-01 – Scope of Work

0713

12. CONTRACTOR Director shall complete PCIT training as recommended by UC Davis and by COUNTY, and shall conduct PCIT as instructed by UC Davis. The Director shall preserve the integrity of the PCIT model by ensuring completion of all documentation and data collection required of the program, including documentation and data entry required of the Children’s Services Coordinators.
13. CONTRACTOR Director shall supervise Children’s Services Coordinators as they provide PCIT services to all clients referred by COUNTY.
14. CONTRACTOR shall provide PCIT services for at least 12 children in the contract period.
15. CONTRACTOR Director shall supervise the Children’s Services Coordinators to ensure that they serve clients in a culturally competent manner and in the language most appropriate to meet the family’s needs.
16. CONTRACTOR Director shall work with the Children’s Services Coordinators and the parent or caretaker to arrange the initial PCIT session in a timely manner, as defined by COUNTY.
17. CONTRACTOR Director shall work with COUNTY to develop protocols for client participation, missed appointments, cancellation, and, transportation, etc.
18. CONTRACTOR shall work with COUNTY to provide supportive services to children and families enrolled in the Leaps & Bounds project.

CONTRACTOR AND COUNTY MEETINGS

CONTRACTOR shall participate in the following meetings as requested by Family and Children’s Services (COUNTY).

Meeting Purpose	Frequency	Attendees	Location
Steering Committee	As Requested	CONTRACTOR and COUNTY	1400 Emeline Ave.
Team Decision Making (TDM)	As Requested	CONTRACTOR and COUNTY	1400 Emeline Ave.
Consultation	As Requested- CONTRACTOR Director meets with PCIT employees weekly.	CONTRACTOR and COUNTY	1400 Emeline Ave.
Team Meeting	Twice Monthly (L & B employees meet with CONTRACTOR and COUNTY at least this often)	CONTRACTOR and COUNTY	1400 Emeline Ave.

HUMAN SERVICES DEPARTMENT, FAMILY & CHILDREN’S SERVICES (COUNTY) RESPONSIBILITIES

Exhibit A-01 – Scope of Work

0714

1. COUNTY will provide the final decision on hiring of the Children’s Services Coordinators.
2. COUNTY will coordinate and oversee the duties of the CSCs.

CONTRACTOR REPORTS AND DELIVERABLES

Report	Content and/or Measurements	Delivered To	Due Date
Progress Reports	Written reports regarding the parent’s and/or caretaker’s, and child’s participation and progress in the PCIT program.	COUNTY FCS social worker	Quarterly or as requested.
Data Reports	Documentation and data entry shall be completed by the Children’s Services Coordinators.	COUNTY FCS Analyst or evaluator consultant upon request	TBD-
Semiannual Report on Contract Performance Outcomes	<ol style="list-style-type: none"> 1. Units of service: amounts for each measurement 2. Quality of Service: percentage of participants meeting quality of service criteria for each measurement and qualitative summary of survey results 3. Outcomes: percentage of participants meeting outcome criteria for each measurement and qualitative summary of survey results. 	COUNTY Centralized Contracting Unit (CCU) Analyst	January 30, 2016 and July 30, 2017

CONTRACTOR INVOICING:

1. CONTRACTOR shall provide a detailed monthly invoice, using a template created by the COUNTY, to document program expenditures based on the contractual agreement in Exhibits B-01, Budget for FY 2015-16.
2. CONTRACTOR shall print, date, sign, and then submit each monthly invoice as an original document, within 30 days following the end of the reported month.
3. CONTRACTOR shall submit the May 2016 invoice by 5 pm on Friday, June 10, 2016, and the June 2016 invoice by 5 pm on Tuesday, July 14, 2016, which is ten (10) business days following the end of the contract term.

Exhibit B- Budget

0715

Contractor Name: **Parents Center, Inc.**
 Title of Program: **Leaps and Bounds**
 Contract Held With: **County of Santa Cruz, Human Services Department (COUNTY)**
 Contract Period: **July 1, 2015 – June 30, 2016 (FY 2015-16)**
 Contract Amount: **Not to exceed \$260,044**

Budget Category	Amount
DIRECT COSTS	
Child Service Coordinators (2.0 FTE)	\$137,280
PCIT supervisor (0.3 FTE)	\$29,720
Benefits	\$15,900
Taxes	\$16,900
Mileage	\$12,000
Program Supplies	\$2,444
Flex Fund-Pays for client needs as determined by FCS	\$20,000
Subtotal Direct Costs	\$234,244
INDIRECT COSTS	
Telephone	\$2,400
Office Supplies and Computers/Software	\$8,000
Administration	\$13,000
Accounting	\$2,400
Subtotal Indirect Costs	\$25,800
Grand Total	\$ 260,044

BUDGET, TERMS AND CONDITIONS OF PAYMENT

The CONTRACTOR may submit invoices for approval by COUNTY authorized staff for program costs in arrears of services for a FY 2015-16 not to exceed total amount of \$260,044. Invoices are to be submitted within 30 days of prior month services and shall be sent to:

Centralized Contracting Unit
County of Santa Cruz, Human Services Department
1040 Emeline Ave., Building E
Santa Cruz, CA 95060

BUDGET MODIFICATION

Exhibit B– Budget

0716

In accordance with this budget, CONTRACTOR shall be permitted to make transfers between line items within 10% of the total budget. Requests may be made and granted by written approval of COUNTY authorized staff in the form of an agreed upon budget modification.

INVOICING PROCEDURES

The CONTRACTOR shall invoice the COUNTY after the contract is approved and encumbered as specified above in the Terms and Conditions of Payment. The CONTRACTOR shall submit an original invoice with the following details included:

1. CONTRACTOR's business name (typed)
2. Billing to County of Santa Cruz, Human Services Department
3. Invoice number (typed)
4. Current contract number
5. Contract term (FY 2015-16)
6. Report period
7. Date invoice completed (must be after the end of the report period),
8. Total sum of services provided (backup documentation)
9. Itemized budget table, including:
 - a. Total budget funding,
 - b. Previous report period totals for the current FY (when applicable),
 - c. Current report period charges,
 - d. Total expenses YTD, and
 - e. Budget balance YTD,
 - f. Job title of employee/s performing itemized services,
 - g. Mileage reimbursement [if applicable]
10. A dedicated line or space for COUNTY authorized staff to print and sign name, date, and list phone extension, and
11. CONTRACTOR's signature with the authorized employee's name, title, business name, and contact information.