



HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 4544130 OR 454-4045 FAX: (408) 454-4642

April 14, 1998

Agenda: April 28, 1998

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, California

PACKARD FOUNDATION GRANT

Dear Members of the Board:

In December 1997, the Human Resources Agency (HRA) submitted a proposal to the David and Lucille Packard Foundation requesting support for two strategies for strengthening resources for children in the Child Welfare Services system. We are pleased to report that the application was successful and HRA has been awarded a grant in the amount of \$50,000. A total of \$25,000 will be targeted to development of enhanced foster care and adoptive home recruitment strategies; and \$25,000 will support the implementation of a Family Group Conferencing model. A copy of the proposal and program description is attached. Grant activities will span fiscal years 1997/98 and 1998/99. At this time, I-IRA is seeking your Board's approval to accept the award and sign the grant agreement with the Packard Foundation, and to accept and appropriate \$10,000 of the unanticipated revenue for the remaining months of FY 1997/98. The remainder of the grant will be included in HRA's 1998/99 budget.

The Family Conferencing model, which is being successfully practiced in California and nationally, is built on the concept that a child's family and extended family members are often valuable resources for assisting in the development of the child's case plan, and in providing placement and other direct support as an alternative to non-relative foster care. The model is consistent with HRA's commitment to family centered practice as an effective framework for prevention and intervention in child welfare cases. The Packard grant will help defray the costs for family members to attend conferences from out of the area. The majority of the Family Conferencing grant funds will be appropriated into a single sub-object to facilitate payments to or on behalf of families attending conferences from out of town. HRA is also requesting your Board's approval of a contract in the amount of \$4,000 with the Youth Resources Bank to administer immediate need payments for travel and related expenses incurred by family members participating in the program.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached grant agreement in the amount of \$50,000 and authorize the HRA Administrator to sign the agreement;
2. Approve the attached AUD 60 accepting unanticipated revenue in the amount of \$10,000 and appropriate into Index 392400;

3. Approve the contract with the Youth Resources Bank in the amount of \$4,000 to administer payments for the Family Group Conferencing program; and
4. Authorize the Auditor-Controller to process claims for direct services to or on behalf of families participating in the Family Group Conferencing program from sub-object 4485.

Very truly yours,



CECILIA ESPINOLA
Administrator

CE/MS(n:\cpsadmin\boardltr\packard.wpd)

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: Auditor Controller
County Counsel
Contractor

CONDITIONS OF GRANT

This Conditions of Grant form refers to and incorporates the Notice of Award dated January 27, 1998 from The David and Lucile Packard Foundation.

As conditions to the receipt of the grant funds announced in the Notice of Award, the undersigned agency certifies that its status for tax purposes is that of Section 501(c)(3) of the Internal Revenue Code and that it is not a private foundation as defined by Internal Revenue Code Section 509.

The Foundation may include information on this grant in its periodic public reports and may also refer to the grant in a press release. By **accepting** these grant funds, the grantee agrees to such disclosure.

The undersigned agency agrees that it will:

- I. Submit full and complete reports on the manner in which the funds are spent based upon the program budget submitted, and the progress made in accomplishing the purpose of the grant. Such reports are to be made as set forth in the Award Letter
- II. Maintain books and records as required by Internal Revenue Service regulations and be prepared to **make** such books and records **available** to The David and Lucile Packard Foundation if requested within a reasonable time.
- III. Not use any of these grant funds:
 - A. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of Internal Revenue Service Code Section 4945(d)(1);
 - B. To influence the outcome of any specified public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Internal Revenue Service Code Section 4945(d)(2);
 - C. For any grant which does not comply with the requirements of Internal Revenue Service Code 4945(d)(4) (relating to grants to organizations other than public charities);
 - D. For any purpose other than religious, charitable, scientific, or educational, within the meaning of Internal Revenue Service Code Section 170(c)(2)(B).
 - E. For purposes other than those stated in the Award Letter.
- IV. Advise the Foundation immediately if the federal government gives notification that the undersigned agency's tax status has been changed.

SIGN AND RETURN

Read and agreed to by: **County of Santa Cruz/Grant #98-9865**

By: _____ Date _____
(Signature)

Printed Name: Mark Lane

Title: Division Director, Adult, Family & Children's Services
County of Santa Cruz Human Resources Agency

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

204

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

FROM: Human Resources Agency

[Signature] (signature) 4/14/98 (Date)

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

1. Said agreement is between the County of Santa Cruz Human Resources Agency (Agency)
and, David and Lucille Packard Foundation (Name & Address)

2. The agreement will provide Enhanced recruitment of Foster Care - Adoptive Parents and
Implementation of Family Group Conferencing Model

3. The ^{Revenue} agreement is needed to accept Grant # 98-9865

4. Period of the ^{Revenue} agreement is from 4/28/98 to 6/30/99

5. Anticipated ^{Revenue} ~~cost~~ is \$ 50,000 (Fixed amount, Monthly rate, Not to exceed)

6. Remarks: 97/98 - \$10,000 98/99 - \$40,000

Contact: M. Shippen, ext. 4419

7. ^{Revenue is} ~~Appropriations are~~ budgeted in 392400 (Index#) 2372 (Subobjec)

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

Appropriations ^{are available and have been} ~~are not~~ ^{will be} encumbered. Contract No. R676 Date 4/15/98

N/A

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

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

(Agency).

Remarks: lly (Analyst)

County Administrative Officer
By *[Signature]* Date 4/17/98

Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

32 (1995)

State of California)
County of Santa Cruz) ss
_____, ex-officio Clerk of the Board of Supervisors of the County of Santa
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____
County Administrative Officer
_____, Deputy Clerk

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

RESOLUTION NO. _____

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

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from David and Lucille Packard Foundation for Family Conferencing & F C/Adopt Recruitment program; and

WHEREAS, the County is recipient of funds in the amount of \$ 10,000 which are either in excess of **those anticipated** or are not specifically set forth in the current fiscal year budget of the County: and

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the **Santa Cruz** County Auditor-Controller accept funds in the amount of \$ 10,000 into

Department HRA - Family Relations

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	392400	2372	Contributions & Donations	10,000

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

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	392400	3493		Office Expense	\$ 900
021	392400	3615		MA O/H	4,500
021	392400	4166		Travel	400
021	392400	4170		Registrations	200
021	392400	4485		Family Preservation	4,000

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 *De Anne Wilson*
Department Head

Date 4/14/98

COUNTY ADMINISTRATIVE OFFICER

ES

Recommended to Board

Not Recommended to Board

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

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

[Signature]

County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

[Signature] 4/15/98

Auditor-Controller

Distribution:

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

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

007

To Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 4/14/98 (Date)

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

- 1. Said agreement is between the County of Santa Cruz Human Resources Agency (Agency) and Youth Resources Bank, P. O. Box 1844, Capitola, CA 95010 (Name & Address)
2. The agreement will provide reimbursement to vendors, service providers and families for expenses related to family members' participation in Family Group Conferencing
3. The agreement is needed to establish Family Group Conferencing Fund for Packard Foundation Grant # 98-9865
4. Period of the agreement is from 4/28/98 to 6/30/99
5. Anticipated cost is \$ 1,000 (Fixed amount; Monthly rate; Not to exceed)
Remarks: Total Contract: \$4,000 Enc: \$1,000 97/98; \$3,000 - 98/99
Advance \$1,000 upon execution of agreement. Contact: M. Shippen, x 4419
7. Appropriations are budgeted in 392400 (Index#) 4485 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 71617 Date 4/15/98
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy

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

Remarks: [Signature] (Analyst) By [Signature] Date 4/17/98

Agreement approved as to form. Date

Distribution: Bd. of Supv. - White Auditor-Controller - Blue County Counsel - Pink Co. Admin. Officer - Canary Auditor-Controller - Pink Originating Dept. - Goldenrod

State of California) County of Santa Cruz) ss I, ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on 19 By Deputy Clerk

CONTRACT NO.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 23th day of April 1998 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and the YOUTH RESOURCES BANK, hereinafter called CONTRACTOR. The parties agree as follows:

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

- Scope of Services - Exhibit A

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

A. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-county programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.

B. COUNTY agrees to pay CONTRACTOR a sum not to exceed \$4,000 for administering a Family Group Conferencing Fund which shall be used to reimburse vendors and individuals as outlined in the Scope of Services (Exhibit A) section of this agreement. COUNTY agrees that CONTRACTOR shall retain 5% (\$200) of the Family Group Conferencing Fund as an administrative fee to be paid in full by COUNTY to CONTRACTOR on June 30, 1998.

C. County agrees to advance CONTRACTOR the sum of \$1,000 upon execution of this Agreement.

D. CONTRACTOR agrees to submit monthly expenditure reports on standard COUNTY forms. Each report shall be submitted to and approved by the Child Welfare Services Program Manager prior to subsequent advances by the COUNTY.

E. COUNTY shall monitor fund expenditures, and advance CONTRACTOR in three subsequent increments of \$1,000, \$1,000 and \$1,000 when balance of Family Group Conferencing Fund drops below \$500.

F. No later than 30 days after the end of the contract period, CONTRACTOR agrees to submit a detailed cost report in the format prescribed the Human Resources Agency. CONTRACTOR shall remit any unexpended funds to the COUNTY at the time CONTRACTOR submits cost report.

3. TERM. The term of this contract shall be April 28, 1998 through June 30, 1999.

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 Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or **property(ies)** of CONTRACTOR and third persons.

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

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

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

A. Types of Insurance and Minimum Limits

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

(2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence

Initials: AS MS
CONTRACTOR/COUNTY

for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ACM

(3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

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

B . Other Insurance Provisions

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

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

"The County of Santa **Cruz**, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa **Cruz**."

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

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Judy Yokel, Senior Analyst, Human Resources Agency, 1400 Emeline Avenue, Santa **Cruz**, CA 95060."

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

Judy Yokel, Senior Analyst
 Human Resources Agency
 1400 Emeline Avenue
 Santa Cruz, CA 95060

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000.00 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

Initials: JS 1/17/15
 CONTRACTOR/COUNTY

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

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

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

10. RETENTION OF RECORDS: e t a i n r e c o r d s pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first.

Initials: AMS
CONTRACTOR/COUNTY

CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

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

12. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit A: Scope of Services

Initials SM / MS
CONTRACTOR/COUNTY

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
Human Resources Agency

By: *[Signature]*, Vice Chair

Address: PO Box 1844
Capitola, Ca 95003

Telephone: 408-454-4236

Tax ID#: 77-0197150

APPROVED AS TO TNSURANCE:

By: *[Signature]* 4-14-98
Risk Management

APPROVED AS TO FORM:

By: *[Signature]*
Asst. County Counsel

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

n:\cpsadmin\yrbcon.fc (4/13/98)

EXHIBIT A

SCOPE OF SERVICES

In accordance with the Child Welfare Services Family Group Conferencing Program requirements, CONTRACTOR shall furnish the following services:

A. Establish a Family Preservation Case Services Fund

The purpose of the Fund is to provide reimbursements to vendors, service providers and families for expenses related to family members' participation in Family Group Conferences within the Child Welfare Services Program. Expenditures may include, but are not limited to, expenses for travel, lodging, meals, and child care. The Human Resources Agency's (HRA) Child Welfare Services (CWS) staff will complete referral forms and authorize expenditure of funds **from** the Family Group Conferencing Fund.

B. In disbursing funds to vendors, service providers and family members, authorized by the COUNTY for payment through the Family Group Conferencing Fund, the CONTRACTOR shall be responsible for the following:

1. Require that the COUNTY submit completed Family Group Conferencing Fund Check request form with a copy of the vendor invoice or expenditures receipts and corresponding CWS client case number.
2. Pay authorized vendors, service providers and individuals in the form of a check for Family Group Conferencing expenses.
3. Submit a monthly expenditure report to contract monitor which shall be jointly developed by COUNTY and CONTRACTOR.
4. Comply with all County reporting requirements.

Initials: JMS
CONTRACTOR/COUNTY

PLANNING GRANT APPLICATION

**Submitted by the County of Santa Cruz
Human Resources Agency**

to

The David and Lucille Packard Foundation

December 12, 1997

STRATEGY ONE

I. Strengthening Permanence and Stability for Children - Enhanced Recruitment Strategies for Targeting Foster Care and Adoptions Homes

A. An Overview of Variables Which Impact the Profiles of Children in Out-of-Home Placement

There are a range of variables which impact Child Welfare Services' ability to find suitable homes for children who need to be placed in out-of-home care. One of the main components of this planning grant will be to more carefully analyze the complexity of variables which include the following: a growing caseload of children who face more complex and serious issues; competing financial considerations; the internal allocation of CWS staffing resources; and a state-wide Adoptions Initiative which mandates a large increase in the number of children adopted.

Since 1992, Child Welfare Services in Santa Cruz County has experienced a 70% increase in the number of children in out-of-home placement. Currently, we have 350 children in the following types of placement:

. Group Homes:	32 kids (9%)
. FFA's:	57 kids (16%)
. Fost/Adopt or Guardianship:	23 kids (7%)
. Foster Homes:	144 kids (41%)
. Relative/Kinship Care:	94 kids (27%)

Not only are more homes needed to meet the increased number of children in foster care but also more children are entering the child welfare system with increasing needs for special care. These special needs may fall into a number of categories including medical, physical, behavioral, and educational. Recently, Santa Cruz County has received two three-year State grants which seek to address the growing concern for the needs of children living in homes with domestic violence and/or severe drug activity. Both the Family Violence Response Team (FVRT) and the Drug Endangered Children Response Team (DECRT) are community collaborative projects which include representatives from Child Welfare Services, community advocacy agencies, law enforcement, the District's Attorney's office, and Probation Department. Although these projects focus on both prevention and intervention, CWS anticipates that the FVRT and DECRT will result in an increase in the number of referrals and in the number of children placed in out-of-home care.

Although foster care is an entitlement program, federal and state funding sources still require a local county match to support the needs of an increasing number of children entering out-of-home care. As Federal block grants create competing financial pressures on state and local government, fully meeting health and safety needs of children becomes more challenging. In addition, even though growing numbers of children with more severe

problems have entered the child welfare system in the last decade, the State CWS caseload standard which determines funding ratios for social workers has not changed since 1982. The resulting impact is that social workers must take on tougher cases with fewer resources. Another example of financial pressures impacting the foster care system are rate changes. Recently Governor Wilson signed a bill (AB1391) which will increase the basic rate and specialized care rate that Foster Care Homes receive. For foster parents and relatives who step in to provide stable homes for children, this increase is critical and over-due. For counties struggling to meet growing county costs, this increase represents a minimum 6% increase in the local share of foster care costs. All of these fiscal resource dilemmas leave Child Welfare Services in Santa Cruz County (like child welfare services agencies across the country) in the unenviable position of addressing increasing costs while continuing to meet legal and regulatory requirements which speak to the safety of children.

Beyond budgetary concerns, there is another financial-related variable which impacts our ability to recruit foster care homes. Therapeutic Foster Homes, typically known as FFA's, offer a higher rate to foster care parents than the basic foster care rate. In some cases: this rate differential can result in an awkward competition between CWS and FFA's as they both seek prospective families willing to take children placed in foster.

Internally, the challenge of finding suitable foster care and adoptive homes is a shared responsibility between the CWS foster care licensing unit and adoptions unit. In the foster care licensing unit, we have one supervisor, 2 licensing workers, 2 clerical support workers, and a half-time recruiter. The licensing workers are responsible for completing all licensing tasks for foster care homes and day care homes. Within this unit, the half-time recruiter position is charged with completing all home studies for foster care applicants, developing and conducting all recruitment efforts, holding orientation meetings, coordinating training efforts, and troubleshooting concerns of current foster care parents.

Within the foster care pool of homes, there are "active homes" and "inactive homes". Within the active home category, there are 72 homes which offer a capacity to fill 177 beds. 33 of these beds are not in use for a variety of reasons: CWS has concerns about the stability of the home; the needs of the child do not match those of the home; and/or the needs of the homes do not match those of the child. In the inactive home category, there are 17 homes which have been licensed to house 37 children but for personal/family issues are not presently able to take children. Across the entire pool of foster care homes, there is a current capacity to provide 214 beds of which 67% are in use and 33% are not in use.

The Adoptions Unit is managed by one supervisor who oversees 5 adoptions social workers, 1 clerical support worker, and 12 hours of a social worker (also serving as the foster care recruiter) who conducts all the adoptions home studies. Historically, the foster care licensing unit and adoptions unit have not effectively integrated their efforts to recruit foster care

and/or adoptive homes. In addition, we have relied on workers with social worker backgrounds to develop marketing strategies and resource materials. We cannot assume any longer that the skills of a social worker match those of an individual who knows how to analyze and differentiate markets, target strategies, and develop multi-media campaigns.

Finally, external initiatives also impact the pressures placed on CWS to find suitable permanent homes for children: In the last five years, the number of children placed for adoption has averaged between 28 -38 per year. With the passage of the State of California Adoptions Initiative in 1997, CWS will be required to increase its adoptions from 38 in 1996/97 to 68 by June 1998. Although we currently have 70 children who are ready to be adopted, we do not have a sufficient number of suitable adoptive homes available to take these children.

The combination of all these variables results in gaps between the needs, resources, and requirements of children, prospective foster care and adoptive homes, and Child Welfare Services.

B. The Gap Between Needs of the Children, Needs of Prospective Foster/Adoptive Homes, and the Needs of Child Welfare Services

Children entering the foster care system or seeking to be adopted have many needs which may or may not match the needs of prospective foster/adoptive parents. In turn, families considering becoming foster care or adoptive parents also have needs and preferences which may or may not match the needs of children waiting for homes. Some of these needs include the following:

- . Siblings
- . Age Considerations
- . School District/Geographical Area
- . Cultural/Language Issues

In addition, many children suffering from abuse and neglect may have special needs which require support, patience, and training on the part of prospective foster care/adoptive parents. These special needs can range from physical disabilities and high-level medical needs, to educational challenges, to mental health and behavioral concerns. Finding families who are interested and meet the necessary training requirements to care for these children can be difficult.

State licensing requirements can also impact the available pool of foster care and adoptive homes. Families interested in opening their home to children are assessed in a number of areas including their space capacity and the safety of their physical environment. Before .a

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foster care child can be placed, other considerations are also evaluated including the number, age, and gender of children already living in the prospective foster care home. Currently, there are 22 homes which are slated to either adopt or become a guardian for foster care children.

When the needs of the children match those of families, and when those homes also meet licensing requirements, children have a much greater chance of feeling stable, safe, and nurtured in a foster home setting. However, when the needs of the children fail to match the needs and abilities of prospective homes, serious gaps develop for some children. Our most critical concerns are the following:

- Teens are more likely to experience multiple placements and end up in group homes. Only 10 active foster homes regularly take teens.
- Placing siblings together is difficult.
- Geographic displacement is often unavoidable.
- Kids with special needs may be placed in homes with families not fully equipped to respond to all their special needs.
- Kids are not always placed in homes where their primary language is spoken.
- There is a skewed distribution of placements across the foster home pool. Some homes get tapped much more often than others. Many available beds are not in use. Sometimes the inadequacy of the homes to meet the needs of the kids results in placements in group homes or FFA's.
- The amount of staff time and resources required to recruit, license, train, and retain foster homes results in too many gaps between the needs of children and the needs of prospective foster homes.
- Typically, employees with social workers backgrounds are assigned to develop marketing strategies and resource materials.

C. Proposed Solution and Expected Outcomes

To address these gaps between the needs of children, the needs of foster homes, and licensing requirements, Child Welfare Services is proposing a \$25,000 planning grant which will accomplish the following activities in six month time-frame:

1. **In-Depth Analysis:** assess the current recruitment practice and resource configuration in our foster care licensing and adoptions unit; convene focus groups, gather best practice information etc.
2. **Program Development:** make recommendations for maximizing the use of existing resources; develop targeted strategies to meet the needs of children not adequately served by the current pool of foster care homes; fine-tune training and retention component.
3. **Resource Package:** consult with technical experts to develop a competitive, multi-media marketing/advertising package which will be targeted at identified high need groups.
4. **Funding Issues:** make recommendations for maximizing use of existing funds and leveraging other resources which will contribute to long-term sustainability of our recruitment and retention efforts. If applicable, seek additional funding.
5. **Evaluation Component:** define successful outcomes; create an evaluation plan which will measure outcomes.

As we implement a concurrent planning philosophy which stresses maximizing efforts to reunify while simultaneously seeking alternative options for permanence, it is critical that we enrich and increase our pool of homes willing to provide stability for these children. To accomplish these activities in a twelve-month period, CWS will use the grant funds as outlined in Exhibit A - Planning Grant Budget.

STRATEGY TWO

II. Strengthening Permanence and Stability for Children - Family Group Conferencing

A. An Overview of the Family Group Conferencing Model

A natural partner of an enhanced recruitment component is a strategy designed to draw on all the existing strengths and resources within an immediate and extended family so that solutions for permanence, if at all possible, are created within the family of the child. To this end, Santa Cruz County has made a commitment to implement the Family Group Conferencing model. On December 16, 1997, the Board of Supervisors approved the addition of one permanent full-time Senior Social Worker and Clerical Assistant to focus exclusively on implementing family group conferencing.

“The model known as Family Group Decision Making, developed in New Zealand, has been adapted by other communities to fit their particular population. Different names have been given to these adaptations. The model in Oregon is known as the Family Unity Model. In Santa Clara County the model is called Family Group Conferencing. Most communities use one of the three names given above. The models themselves remain fairly similar and all share the goal of creating safety for children while strengthening families.

At its most fundamental level, Family Group Conferencing encourages and facilitates family members of children needing care and protection to take the opportunity as a group to become primary decision makers about how child family members can best have their needs met. The model requires families to re-build bridges and find their strengths. It requires child welfare workers and other professionals to step out of their role of authoritarian enforcer and into the role of supporter and facilitator.”

(Taken from "An Annotated Bibliography and Resource Directory for Family Group Decision Making - Ana Rasmussen" (August 1997)

B. Factors Impacting the Decision to Implement Family Group Conferencing and Expected Outcomes

During the last year two years, Child Welfare Services Managers and Social Workers in Santa Cruz County have participated in Family Conferencing trainings and workshops offered locally and regionally. For families who are accustomed to a historical bureaucratic system which has tried to fix their problems, family conferencing can be an extremely validating and empowering experience. For social workers, Family Conferencing brings a smile to the face, and a connection to the heart because it reminds them why they entered the field. And for the Human Resources Agency (HRA), the commitment to implement this model is based on a belief that the most viable case plans are those that are developed by immediate and extended families and draw on the strengths of the family and surrounding community support system.

Other factors contribute to our commitment to Family Group Conferencing. As mentioned before, the Family Violence Response Team (FVRT) and the Drug Endangered Children Response Team (DECRT) are community collaborative projects which seek to address the growing concern for the needs of children living in homes with domestic violence and/or severe drug activity. Family Conferencing will provide an important forum for many of these families to develop appropriate safety and resource plans for their families.

In addition, welfare reform will have major impacts on families who have an open case with Child Welfare and are receiving *Temporary Assistance for Needy Families (TANF)*.

The two-year time limit of the State *CAL-WORKS* program will necessitate support systems like Family Group Conferencing for families facing multiple barriers. Our hope is that this model can be used to address the safety needs of children and the support needs of parent(s) seeking employment and self-sufficiency.

A final factor influencing our decision to implement Family Group Conferencing is the possibility that the rate of growth in foster care costs may decrease. It is not our assumption that individual Family Group Conferences will lead to family plans which automatically divert or reduce cost, however, it is our hope that many of these plans will result in more permanent and stable homes for children while also decreasing foster care costs.

As we launch this program, one of our first tasks will be to define successful outcomes and develop an evaluation plan. Our expectation is that conferences will result in a wide variety of outcomes: in some case, plans may assist children in remaining safely in their homes; other plans may reduce the length of stay for children in out-of-home care or perhaps increase the number of placements with relatives rather than more restrictive foster care or group home settings; still in other cases, Family Group Conferences have led to speedier adoptions. Rather than reinvent the wheel, we would like to explore piggy-backing on evaluation efforts already underway in Santa Clara County.

C. Unmet Need

Although HRA has secured two permanent positions, we still lack discretionary funds which are necessary to organize and facilitate a successful family group conference. Typically, family conferences will involve immediate and extended family members. Depending on the unique circumstances of each family, a variety of potential cost may come into play. These cost may range from flying members in from another state, to paying for lodging while family members are in Santa Cruz, to reimbursing families for child care expenses, to providing food and refreshments at the actual conference. Other County's which have implemented family conferencing report average per conference unit costs ranging anywhere from \$300 - \$500 per conference. For our first year, we have assumed a conservative estimate of two conferences per week at a unit cost of \$200/conference (\$20,000).

Having stretched our County budget dollars to pay for a social worker and clerical assistant, and without any means through our State CWS allocation for reimbursement, we are requesting assistance through our Planning Grant to reimburse these expenses. Without these funds, many families will face significant barriers to participation.

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In addition, we are requesting \$5,000 to support basic administrative costs associated with these two positions such as conference fees and travel, training to support an increased number of facilitators from CWS and other community agencies, and office supplies. The training function is critical for the long term success of this program. To paraphrase a familiar saying, "it takes a whole village of facilitators to raise a successful family conferencing program." We expect that these funds will go a long way in building the necessary foundation for long-term sustainability. Proposed expenditures related to Family Conferencing are also detailed in Exhibit A - Planning Grant Budget.

D. Summary

In conclusion, this proposed planning grant creates an opportunity for Child Welfare Services in Santa Cruz County to more effectively target the resources and strengths of families, prospective foster parents, and Child Welfare Services. A stronger recruitment component coupled with a new Family Conferencing program will provide CWS with tremendous flexibility to address the needs of children and draw on the strengths and resources of their immediate and extended families. In the midst of such sweeping changes to our welfare system, these tools become even more critical.

Exhibit A**PROPOSED PLANNING GRANT BUDGET**

12 Month Planning Period

Strategy One: Foster Care Recruitment

Technical Consultant	2,000
· Advertising/Marketing Consultation (@ \$100 hour for 20 hours)	

HRA Analyst Staffing Support	15,500
· Analysis	
· Program Development	
· Consultation with Other County Programs/ Technical Experts	
· Funding Strategies	

Resource Package	7,500
· Media Print Materials	
· Color Printer	
· Miscellaneous	

Strategy Two: Family Conferencing

Family Conference Discretionary Fund (unit cost of \$200/conference)	20,000
· Travel	
· Lodging	
· Child Care	
· Meals	
· Mileage Reimbursement	
· Miscellaneous	

Administrative Support	5,000
· Training	
· Travel	
· Conference Fees	
· Office Supplies	

TOTAL PLANNING GRANT REQUEST	\$50,000
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