



County of Santa Cruz

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 4544045 FAX: (408) 454-4642

June 8, 1998

AGENDA: June 23, 1998

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

APPROVAL OF CHILD WELFARE SERVICES CONTRACTS

Dear Members of the Board:

On June 16, 1998 the Human Resources Agency reported to your Board the results of a recent Request for Proposals (RFP) process for the Child Welfare Services Title IV-E Program and the State Family Preservation Program. As you will recall, these programs support the efforts of HRA's Child Welfare Services units by providing contracted services for prevention and treatment of child abuse and neglect and related issues. On June 16, your Board directed HRA to return on today's agenda to seek your Board's approval of agreements with the Parents Center and the Mondanaro-Baskin Center to provide Title IV-E services and Family Preservation Services, respectively.

The necessary agreements with the Parents Center and the Mondanaro-Baskin Center have been approved by County Counsel and Risk Management, and signed by the contractors. These agreements are on file with the Clerk of the Board. The contract with the Parents Center provides \$140,000 for Title IV-E services for FY 98/99. The contract with the Mondanaro-Baskin Center provides \$45,000 for Family Preservation Services for FY 98/99. Funding for these services is provided through HRA's annual CWS allocation, federal child welfare services funds, and State Family Preservation funds. Appropriations and funding for these programs are included in HRA's recommended FY 1998/99 budget.

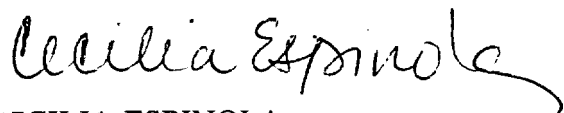
IT IS THEREFORE RECOMMENDED that your Board approve the agreement with the Parents Center in the amount of \$140,000 to provide Title IV-E Child Welfare Services in FY 98/99, and the agreement with the Mondanaro-Baskin Center in the amount of \$45,000 to provide Family Preservation services in FY 98/99, and authorize the Human Resources Agency Administrator to sign the agreements, contingent upon the approval of HRA's recommended FY 1998/99 budget.

BOARD OF SUPERVISORS

Agenda: June 23, 1998

Approval of Child Welfare Services Contracts

Very truly yours,



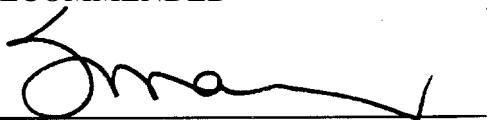
CECILIA ESPINOLA

Administrator

CE/JY

(n:\cpsadmin\boardltr\conapprv.wpd)

RECOMMENDED



Susan A. Mauriello

County Administrative Officer

Attachments

cc: County Administrative Officer
Auditor Controller
County Counsel
Contractors

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

179

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

FROM:

Human Resources Agency (Dept.)

William Reson (Signature) 6/3/98 (Date)

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

Said agreement is between the Human Resources Agency (Agency)
9 5 0 6 0
and Janus of Santa Cruz/Mondanaro Baskin Center, 1314 Ocean St., Santa Cruz, CA. (Name & Address)

2. The agreement will provide professional counseling and instruction in parenting skills

3. The agreement is needed. to carry out the Family Preservation Program comprehensive services.

4. Period of the agreement is from 7/1/98 to 6/30/99

5. Anticipated cost is \$ 45,000 (Fixed amount, Monthly rate, Not to exceed)

6. Remarks: W-9 on file. Contact Judy Yokel x4062

7. Appropriations are budgeted in 392100 (Index#) 4485 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C081708 Date 6/10/98
are not will be

subject to 98/99 Final Budget

GARY A. KNUTSON, Auditor - Controller

By Linda J. Chou 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).

Remarks: GH (Analyst)

County Administrative Officer
By Edi Schep Date 6/11/98

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 Orip. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

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

_____ 19 _____ By _____ County Administrative Officer

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CONTRACT NO.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1st day of July 1998 by and ~~between~~ the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and JANUS OF SANTA CRUZ/ MONDANARO -BASKIN CENTER, hereinafter called CONTRACTOR. The parties agree as follows:

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

A. CONTRACTOR shall provide the services described in Exhibit "A" ("Program Responsibilities and Functions") attached hereto, during the term of this Agreement.

B. CONTRACTOR shall submit evidence of incorporation by the State of California to the COUNTY in order for payments to be made to CONTRACTOR. Payments to CONTRACTOR will not be made if articles of incorporation and a valid tax ID number have not been submitted.

C. CONTRACTOR shall submit monthly reports to COUNTY on activities as specified in Exhibit "A" ("Program Responsibilities and Functions") and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved program under this Agreement, expenditure of funds, and any difficulties in meeting program objectives. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date. In addition, CONTRACTOR shall send notices of meetings and copies of the minutes of its Board of Directors and any reports submitted thereto to the Board of Supervisors and the Human Resources Agency. The timely submission of all reports, agendas and minutes is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this contract when monthly reports have not been submitted to COUNTY by CONTRACTOR within thirty (30) days following the end of a month.

D. The Board of Directors of CONTRACTOR shall be vested with responsibility for the administration of the program to be conducted under this Agreement, and shall review all monitoring reports and notices of corrective actions/recommendations provided by the COUNTY.

E. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS: CONTRACTOR shall keep and maintain accurate records pertaining to its conduct of the program approved under this agreement. Fiscal records shall be available to COUNTY or any authorized representatives thereof, and CONTRACTOR shall retain records for five years after the expiration of this Agreement unless permission to destroy them is granted by COUNTY. CONTRACTOR agrees to make all fiscal, administrative, programmatic and client records available to the COUNTY Auditor-Controller and the Human Resources Agency upon request, for the purpose of an audit and for verifying CONTRACTOR's compliance with the terms of this Agreement. CONTRACTOR agrees to comply with any Federal or State audit requirements that may be applicable.

Initials: CEJ
CONTRACTOR/COUNTY

F. **CONFIDENTIALITY:** The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons receiving services under this Agreement, except for statistical information not identifying any client. Notwithstanding this provision, CONTRACTOR agrees to provide COUNTY with client records upon request, for the purpose of verifying compliance with this Agreement.

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

A. In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with Exhibit "B" ("Budget"), incorporated herein by reference, to be submitted by CONTRACTOR to COUNTY prior to the release of any payments under this Agreement. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this Agreement exceed the sum of \$45,000 annually for the period of July 1, 1998 through June 30, 1999.

B. CONTRACTOR shall submit grant request/expenditure forms as provided by the COUNTY for any payments made under this Agreement.

3. **TERM.** This Agreement shall become effective as of July 1, 1998, and shall continue in effect through June 30, 1999, unless sooner terminated in accordance with paragraph 19.

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

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and 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

Initials * *CG*
CONTRACTOR/COUNTY

COUNTY shall be in excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

A . Types of _____

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

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here____/____.

(3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 OK/CE

B . Other Insurance Provisions

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

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

Initial CEM
CONTRACTOR/COUNTY

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

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

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

Initials BAC / CCJY
CONTRACTOR/COUNTY

(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.

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

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

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

9. **NONASSIGNMENT.** Contractor shall not assign this Agreement without the prior written consent of the COUNTY.

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

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

12. **AMENDMENT.** This Agreement may be amended, modified or changed by written consent of both parties.

13. **ATTACHMENTS.** This Agreement includes the following attachments:

Exhibit A: Program Responsibilities and Functions

Exhibit B: Budget

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

APPROVED AS TO INSURANCE:

By: Janet M. Kennedy 6-8-98
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott
Assistant County Counsel

By: Barbara Cardey

Agency: Janus of Santa Cruz/Mondanaro-
Baskin Center

Address: 1314 Ocean Street
Santa Cruz, CA 95060

Telephone: 473-9015

Tax ID#: 94-2739130

DISTRIBUTION: Auditor-Controller
Contractor

N:\cpsadmin\agreemt\fampres.con

Initials: BOC CEM
CONTRACTOR/COUNTY

EXHIBIT A
PROGRAM RESPONSIBILITIES AND FUNCTIONS

FAMILY PRESERVATION PROGRAM

JANUS OF SANTA CRUZ/MONDANARO-BASKIN CENTER

The intent of the Family Preservation Program is to eliminate the need to remove children from their home and expedite the return of children from out-of-home placement by providing comprehensive services. Services will be provided by the County and by (a) non-profit organization(s) under contract with the County. The County portion of the Program will provide intensive family-centered home based intervention to a limited caseload of clients whose children are in out-of-home placement or at risk of being in out-of-home placement. The contractor will provide additional support for Program clients by providing high level professional counseling and instruction in parenting skills.

It is expected that many of the Program's services both by the County and the contractor will be provided in the client's home. Contractor's staff are expected to be available for counseling services after school and evenings. The Family Preservation Program emphasizes close communication and teamwork between contractor and County staff

CONTRACT SERVICES REQUIREMENTS:

1. **Bilingual Services and Geographical Coverage:** Contract services shall be available in English and Spanish in both North and South Santa Cruz County. If necessary, CONTRACTOR shall use subcontractors to ensure that bilingual services are available.
2. **Client and Service Delivery Focus:** Contract services shall primarily be directed at serving non-full scope eligible Medi-Cal families and/or parents with children under the age of three. CONTRACTOR shall provide both crisis intervention assessment and support services as well as ongoing support services. Individual, couple, and family counseling, parenting skills training, and substance abuse counseling shall be provided in the home. Group counseling and classes shall be provided in the **CONTRACTOR's** office and in out-stationed collaborative partner site locations.
3. **Case Documentation:** The CONTRACTOR and subcontractor(s) shall utilize an individual client **file** format approved by the County. The County will monitor client files regularly to ensure compliance with these standards.
4. **Monitoring:** Standard contract monitoring guidelines shall be followed in monitoring provision of services, e.g. on-site records review, staff interviews, etc.
5. **C o o r d i n a t i o n:** CONTRACTOR Program staff shall participate in approximately 4 hours per month of case conferences, team meetings and trainings with County Family **Preservation** Program staff, as appropriate. In addition, Contractor(s) Program staff shall be available for case consultation over the telephone.

Initials: BCC/CEM
CONTRACTOR/COUNTY

6 . **Contractor Staff Qualifications:**

- a) Staff providing direct counseling shall hold a license such as an LCSW, or LMFCC, or masters level credentials in an appropriate related field such as social work, counseling, or psychology.
- b) Staff providing substance abuse counseling shall have appropriate training, certification and/or experience providing such services.
- c) Staff providing individual, group and in-home instruction in parenting skills must have appropriate training and/or experience and be supervised by a masters level practitioner.

7. **Parenting Skills Instruction:** CONTRACTOR agrees to meet the requirements of SB787, Chapter 1112, 199 1 Statutes regarding parenting skills instruction.

8. **Reporting Requirements:** CONTRACTOR shall submit a report on a monthly basis which provides the total number of hours of service provided in the report monthly for Individual; Family and Group Counseling; Individual and Group Substance Abuse Counseling; Group and/or Class Parenting Skills Instruction. Within 30 days of the termination of services, CONTRACTOR shall provide COUNTY with a written clinical summary for each client.

9, **Initiation of Services:** CONTRACTOR shall initiate services within three working days of the referral when requested by COUNTY staff.

10. **Direct Contract Services:** Type, **frequency** and duration of direct contract services shall be determined by COUNTY staff based on the client assessment process.

11. Subcontracts: CONTRACTOR shall subcontract with appropriate service providers for direct services that CONTRACTOR cannot provide. Subcontractors must be approved by COUNTY, as referenced in Paragraph 13 of this Agreement.

12. **Latino Services:** CONTRACT shall comply with the most current version of the Santa Cruz County "Standards of Accessibility for **Latino Services**" as provided by the Human Resources Agency.

Initials LMC/CEJ
CONTRACTOR/COUNTY

**EXHIBIT B
BUDGET**

FAMILY PRESERVATION PROGRAM

JANUS OF SANTA CRUZ/MONDANARO-BASKIN CENTER

Service	<u>Cost Per Unit of Service</u>
Counseling:	
Individual and Family	\$60.00 per hour
Group	\$16.00 per person per hour
Substance Abuse Counseling:	
Individual and family	\$40.00 per hour
Group	\$16.00 per person per hour
Parenting Skills Instruction:	
Individual and family	\$40.00 per hour
Group or Class	\$16.00 per person per hour
Case Conferences and Training	\$15 .00 per person per hour

* All other expenditures related to the performance of this Agreement such as telephone consultations, joint management meetings and administrative costs are presumed to be included in the fixed hourly rates.

** All training expenses must be pre-authorized by COUNTY. Attendance at trainings with pre-authorization will be reimbursed at \$15 .00 per hour per person. With pre-authorization, additional training expenses such as registration fees and travel expenses will be reimbursed.

Initials: *BOC/CEJ*
CONTRACTOR/COUNTY

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 6/1/98 (Date)

he 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 Parents Center 530 Soquel Ave., Santa Cruz, CA 95062 (Name & Address)

2. The agreement will provide the following mandatory Child Welfare Services: Family Care
Workers Program; Specialized Counseling Program; and after-hours Protective
Services Hotline.

3. The agreement is needed because the County does not have the staff to provide these
services.

4. Period of the agreement is from July 1, 1998 to June 30, 1999

5. Anticipated cost is \$ 140,000 (~~XXXXXXXXXXXXXXXXXXXX~~; Not to exceed)

5. Remarks: w-9 is on file.
Contact: Judy Yokel, x4062

7. Appropriations are budgeted in 392100 (Index#) 4080 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. CO 80962 A Date 6/10/98
Subject to 99/99 Final Budget
GARY A. KNUTSON, Auditor - Controller
By Linda J. Chou Deputy.

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

Remarks: GG (Analyst) B y [Signature] D a t e 6/1/98
County Administrative Officer

Agreement approved as to form. Date _____

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

'To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

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

42

Contract No. 80962

AGREEMENT

1. ~~PARTIES TO AGREEMENT~~ R U Z C O U N T Y H u m a n R e s o u r c e s Agency, hereinafter referred to as "COUNTY", and P A R E N T S C E N T E R, hereinafter referred to as "CONTRACTOR", hereby agree as follows:

2. ~~TERM OF AGREEMENT~~ It shall become effective as of July 1, 1998, and shall continue in effect through June 30, 1999, unless sooner terminated in accordance with paragraph 19. COUNTY shall have the option to renew the Agreement for an additional term of one year, and shall give notice to CONTRACTOR no later than June 1, 1999 to indicate whether COUNTY wishes to exercise the renewal option.

3. B A S I S :

A. In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with Exhibit "A" (Budget), incorporated herein by reference, to be submitted by CONTRACTOR to COUNTY prior to the release of any payments under this Agreement. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this Agreement exceed the sum of \$140,000 annually for the period of July 1, 1999 through June 30, 1999.

1998

B. CONTRACTOR shall submit grant request/expenditure report forms as provided by the COUNTY for any payments made under this Agreement.

4. DUTIES AND RESPONSIBILITIES:

A. CONTRACTOR shall provide the services described in Exhibit "B" ("Program Functions and Responsibilities") attached hereto, during the term of this Agreement.

B. CONTRACTOR shall submit evidence of incorporation by the State of California to the COUNTY in order for payments to be made to CONTRACTOR. Payments to CONTRACTOR will not be made if articles of incorporation and a valid tax ID number have not been submitted.

C. CONTRACTOR shall submit quarterly reports to COUNTY on activities as specified in Exhibit "B" ("Program Functions and Responsibilities") and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved program under this Agreement, expenditure of funds, and any difficulties in meeting program objectives. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date. In addition, CONTRACTOR shall send notices of meetings and copies of the minutes of its Board of

Initials: g/CEJ
CONTRACTOR/COUNTY

Directors and any reports submitted thereto to the Board of Supervisors and the Human Resources Agency. The timely submission of all reports, agendas and minutes is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this contract when monthly reports have not been submitted to COUNTY by CONTRACTOR within thirty (30) days following the end of a month.

D. The Board of Directors of CONTRACTOR shall be vested with responsibility for the administration of the program to be conducted under this Agreement, and shall review all monitoring reports and notices of corrective actions/recommendations provided by the COUNTY.

5. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS: CONTRACTOR shall keep and maintain accurate records pertaining to its conduct of the program approved under this agreement. Fiscal records shall be available to COUNTY or any authorized representatives thereof, and CONTRACTOR shall retain records for five years after the expiration of this Agreement unless permission to destroy them is granted by COUNTY. CONTRACTOR agrees to make all fiscal, administrative, programmatic and client records available to the COUNTY Auditor-Controller and the Human Resources Agency upon request, for the purpose of an audit and for verifying CONTRACTOR's compliance with the terms of this Agreement. CONTRACTOR agrees to comply with any Federal or State audit requirements that may be applicable.

6. CONFIDENTIALITY: CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons receiving services under this Agreement, except for statistical information not identifying any client. Notwithstanding this provision, CONTRACTOR agrees to provide COUNTY with client records upon request, for the purpose of verifying compliance with this Agreement.

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS: CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

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

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

Initials: CEJ
CONTRACTOR/COUNTY

8. **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 excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

A. T____y p e s o f

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

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

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

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

B. Other Insurance visions

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

this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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

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

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

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

Adult, Family and Childrens Services
Division Analyst
Human Resources Agency
1400 Emeline Street
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:

Adult, Family and Childrens Services
Division Analyst
Human Resources Agency
1400 Emeline Street
Santa Cruz, CA 95060

9. NON-DISCRIMINATION PROVISIONS

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 preference, 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 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 preference, 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 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.

(4) The CONTRACTOR shall cause the foregoing provision of this Subparagraph 9B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontractors for standard commercial supplies or raw materials.

C. No person shall, on the grounds of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sex preference, age (over 40), or veteran status be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program conducted under this agreement.

D. CONTRACTOR will implement written complaint procedures regarding the non-discrimination provisions of this Agreement within 30 days of its effective date and will provide said procedures in writing to all clients, employees and applicants for employment.

10. **PARTISAN POLITICAL ACTIVITIES:** No monies, property or services received by CONTRACTOR under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

1.1. **RELIGIOUS WORSHIP:** There shall be no religious worship, instruction or proselytization as part of or in connection with the CONTRACTOR'S performance of this Agreement.

12. **C O M P L I A N C E** : The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the federal, state and county governments in operating these programs, including the Americans with Disabilities Act.

13. **SUBCONTRACT AND ASSIGNMENT OF CONTRACT:**

A. CONTRACTOR may not assign this Agreement or subcontract any portion thereof without the prior written consent of the COUNTY. Any assignment of or subcontracts under this Agreement shall have no force or be effective until so approved, and shall be subject to all the provisions of this Agreement, and all applicable state and federal regulations, including the Americans with Disabilities Act.

B. In the event any subcontractor is approved for any portion of the activities carried out under this Agreement, CONTRACTOR retains the primary responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. It shall be the responsibility of the CONTRACTOR to monitor all activities of the subcontractor to assure services set forth herein are adequately performed. The CONTRACTOR shall assure the proper administration of all services provided by the subcontractor. CONTRACTOR'S required reports referenced throughout this Agreement shall include information on all subcontractor activities. The CONTRACTOR shall be held responsible by the COUNTY for the performance of any subcontractor.

C. No subcontract utilizing funds ~~from~~ this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement as set forth in Paragraph 2.

D. CONTRACTOR shall assure subcontractor obtains all insurance specified in Paragraph 8 of this Agreement. The subcontractor shall obtain the same insurance as required by the CONTRACTOR under this Agreement. CONTRACTOR shall assure that subcontractor delivers a certificate of insurance of the coverage required in Paragraph 8 of this Agreement on or before the effective date of any subcontract. CONTRACTOR shall require ~~from~~ any subcontractor a written agreement to exonerate, indemnify, defend, and hold harmless the COUNTY of Santa Cruz in accordance with the full application of Paragraphs 7 and 8 of this contract agreement.

14. **INTEGRATED DOCUMENTS PROVISION:** This instrument contains all of the agreements, understandings, and representations, warranties and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments made hereto must be made in writing.

15. **CONFLICT OF INTEREST:** CONTRACTOR and its employees, and members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.

16. **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.

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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 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.

17. **PRESENTATION:** 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.

18. ~~AVAILABLE FUNDS~~ **AVAILABLE FUNDS:** This Agreement is valid and enforceable only if sufficient funds are available to the COUNTY for fiscal year 1998/99 for the purposes of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted either by state, federal, or COUNTY statutes which may affect the provisions, terms or funding of this contract in any manner.

19. **TERMINATION CLAUSE:** This Agreement may be terminated by either party upon 30 days prior written notice to the other party.

20. **ATTACHMENTS:** This Agreement includes the following attachments:
Exhibit A: Budget
Exhibit B: Program Functions and Responsibilities

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SIGNATURES

COUNTY OF SANTA CRUZ

DATED: _____

By: _____
Human Resources Agency Administrator

CONTRACTOR

DATED: 6-5-98By: Carol Frankl
CONTRACTOR's Auth. RepresentativeCarol Frankl, Executive Director
Typed Name/TitleParents Center
Organization530 Soquel Ave.
AddressSanta Cruz, CA 95060
City State Zip(408) 426-7322
PhoneTAX ID # 94-2300871

APPROVED AS TO INSURANCE:

Janet McKinley 6-8-98
Risk Management

APPROVED AS TO FORM:

Jane M. Scott
Assistant County CounselDistribution: Auditor-Controller
Contractor

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HRA COUNTY OF SANTA CRUZ

Agency: PARENTS CENTER

HRA TITLE IVE BUDGET	Specialized Counseling FY 98-99	Family Care Worker FY 98-99	Protective Services Hotline FY 98-99	Total Proposed HRA IVE Program Budget FY 98-99
SALARIES/BENEFITS				
Basic Account Codes				
7000 Salaries Total	\$71,200	\$10,400	\$3,646	\$85,246
7100 Employee Health/Retirement	7200	29001	700	\$10,800
7200 Payroll Taxes	7300	1109	360	\$8,769
				\$0
TOTAL SALARIES/BENEFITS:	\$85,700	\$14,409	\$4,706	\$104,815
				\$0
SERVICES/SUPPLIES				
				\$0
8000 Professional Fees: Audit	1200	400	200	\$1,800
8010 Indep. Prof. Consultants	4800			\$4,800
8100 Supplies	2400	600		\$3,000
8200 Telephone	2400	1200	3800	\$7,400
8300 Postage & Shipping	300	300	300	\$900
8400 Occupancy Total	6000	1200		\$7,200
8500 Rent/Maintenance of Equip.	1200	0	4801	\$1,680
8600 Printing & Publications	600	600	1200	\$2,400
8700 Travel & Transportation	1000	1200		\$2,200
8800 Conferences/Meetings	805	300		\$1,105
8900 Assistance to Individ.	0	0		\$0
9000 Membership dues	0	0		\$0
9100 Awards and Grants	0	0		\$0
9200 Interest Expense	0	0		\$0
9300 Insurance/Bond	2000	600	100	\$2,700
9400 Miscellaneous	0	0		\$0
9600 Dist. of Program Costs	0	0		\$0
9691 Payment/Affiliated Orgs.	0	0		\$0
				\$0
TOTAL SERVICES/SUPPLIES:	\$22,705	\$6,400	\$6,080	\$35,185
GRAND TOTAL EXPENSES:	\$108,405	\$20,809	\$10,786	\$140,000

9/1 CEJH
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EXHIBIT B
PROGRAM FUNCTIONS AND RESPONSIBILITIES

CHILD WELFARE SERVICES

PARENTS CENTER, INC.

Under this Agreement, the Parents Center, Inc. agrees to the following:

1. Comply with the most current version of the Santa Cruz County "Standards of Accessibility for Latino Services" as provided by the Human Resources Agency.
2. Coordinate with Adult, Family and Childrens Services (AFCS) Division staff to develop measurable outcomes for contracted Child Welfare Services Program activities.
3. Provide monthly reports which identify activities performed and quantities of services provided (e.g. number of clients served, hours of service provided), in each of the program services components.
4. Provide the following scope of bilingual services in both north and south County in each of the program services component:

a. The **Family Care Worker Component** will be used as a support service by Human Resources Agency (HRA) Child Welfare staff who will refer clients to the contract agency for in-home services to parents and children to prevent abuse or neglect of children at risk. The COUNTY will provide funding for CONTRACTOR staff who will recruit, train and supervise additional personnel to teach homemaking and parenting skills to clients where there is an identified potential for abuse. CONTRACTOR will provide, through funding from another source, personnel to teach parents homemaking and parenting skills for **a minimum of 100 hours per month** to HRA referred clients.

Listed below are those types of services which HRA social workers, as part of the case plan, may request of CONTRACTOR staff

- * Provide emotional support and companionship.
- * Encourage and teach clients to use appropriate community resources.
- * **Provide limited** child care in a client's home in order to provide care for the children and respite for the parent until more appropriate child care plans can be arranged.
- * Transportation when necessary in connection with the duties listed above.
- * Teaching and improving homemaking and housekeeping skills, including assistance in performing light housekeeping tasks.
- * Modeling and teaching parenting skills.
- * Provide emergency in-home child care in a client's home until plans for the child can be made.
- * Supervise visits between Child Welfare Services children and parents.

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Typical duties might include, but are not limited to:

- * Teaching and modeling appropriate behavior and skills.
- * Teaching and demonstrating to parents:
 - housekeeping skills and standards
 - how to "childproof" a home
 - how to shop and manage money
 - how to prepare low cost nutritious meals.

b. In the **Specialized Counseling Component**, CONTRACTOR will provide a high level of professional counseling to HRA referred clients who have been assessed as having physically or sexually abused their **child(ren)**, or whose behavior has resulted in serious neglect of the **child(ren)**, or parents for whom the potential for such behavior exists. The CONTRACTOR will provide **individual, family, and group counseling services as well as parenting classes** to all clients referred by HRA Child Welfare Services staff. CONTRACTOR will provide **a minimum of 325 hours per month** of group and /or individual counseling (including assessment) and/or parenting classes. The rate will be \$30 per hour for individual and family therapy, \$18 per person per group, and \$15 per person per parenting class. The CONTRACTOR will also provide a **child sexual abuse counseling program** in the same manner as described above and at the same rates.

For clients who have a **significant substance abuse problem** as identified in the CPS case plan, CONTRACTOR is responsible to ensure that appropriate **substance abuse assessment and outpatient treatment services** are provided by staff with professional expertise in the area of chemical dependency. Parents Center may arrange for these services to be provided through a subcontractor.

- For clients who have **mental illness**, CONTRACTOR will coordinate with CPS, Community Mental Health Services, and other service providers as appropriate, to assist in accessing appropriate and available **mental health services and support services** to supplement the services provided by Parents Center. Parents Center may arrange for these services to be provided through a subcontractor.

c. In the **Protective Services Hotline Component** CONTRACTOR will provide personnel and equipment necessary to operate a Protective Services Crisis Line service **from** 5:00 p.m. to 8:00 a.m. Monday through Friday, weekends **from** 5:00 p.m. to 8:00 a.m., and all County observed holidays. The service will be available toll free to all residents of Santa Cruz County. The CONTRACTOR will provide immediate screening and referral to HRA Child Protective Services as well as telephone counseling to prevent child abuse or neglect.

The CONTRACTOR will maintain continuous county-wide publicity for the service in both North and South Santa Cruz County. This may include but is not limited to: public service announcements on local radio and television, newspaper classified ads, posters, and flyers

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5. CONTRACTOR will provide services to all clients referred by HRA Child Welfare Services staff. Initially, Parents Center will conduct a face-to-face assessment to determine the client's willingness and ability to participate in services. Parents Center will not refuse services to any client referred by HRA without first conducting such an assessment and reporting to the CPS social worker the reason for refusal of services. Parents Center will subcontract with Triad Community Services, Fenix Services, Defensa de Mujeres, Santa Cruz and Pajaro Valley Family Services Association, Pacific Treatment Associates, and/or other appropriate service providers for direct services that the Parents Center cannot provide.
6. CPS social workers are the primary case managers for clients receiving services under this contract. Parents Center will coordinate with CPS social workers to assess individual client needs and determine the appropriate array of services to be provided to each client. Client needs for specialized services, including substance abuse and mental health services, will be identified in the CPS case plan, and Parents Center is responsible for ensuring that services under this Agreement are provided in accordance with the CPS case plan.
7. Parents Center will hold regularly scheduled case conferences with Child Welfare Services staff to coordinate services, develop joint service plans, and resolve any disagreements regarding the provision of services to clients under this Agreement.
8. For each case served under this Agreement, CONTRACTOR shall provide a monthly verbal progress report to the CPS social worker as well as a quarterly written report. The written report shall include information on client attendance, progress towards achieving goals in the CPS case plan, any issues not identified in the case plan, and plans for follow-up.

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