



county of Santa Cruz

181

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 4544130 OR 4544045

FAX: (408) 454-4842

September 16, 1998

Agenda: October 6, 1998

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, California

FAMILY VIOLENCE RESPONSE TEAM CONTINUING CONTRACTS FOR FFY 98/99

Dear Members of the Board:

As you know, the Human Resources Agency (HRA) is working with community-based agencies, the Watsonville Police Department, and the Santa Cruz County Sheriffs Department on the Family Violence Response Team (FVRT) project. The three-year project, funded by the California Department of Social Services Office of Child Abuse Prevention, provides immediate intervention to families experiencing domestic violence, in order to ensure the safety of children, offer support services to their families, and break the generational cycle of domestic violence.

The project runs on the federal fiscal year and is now completing its second year. Therefore, it is now necessary to accept unanticipated revenue and appropriate funds for the first nine months of the new federal fiscal year, and to approve the Year 3 contracts with the agencies providing direct services and evaluation activities for the project: Defensa de Mujeres (\$57,941) and Applied Survey Research (\$10,000). The remaining \$119,391 is available for Child Protective Services. As your Board may recall, since the project's inception, Women's Crisis Support also has provided support services to FVRT clients. Due to the impending merger of Women's Crisis Support and Defensa de Mujeres, and because over two-thirds of FVRT cases are from the Watsonville area, the agencies have agreed that it is appropriate for the direct services contract for FFY 1998/99 to be under the auspices of a single agency. However, Women's Crisis Support will continue to collaborate with Defensa in serving FVRT clients. The contract term for FFY 98/99 begins on October 1, 1998, and expires on September 30, 1999.

BOARD OF SUPERVISORS

Agenda: October 6, 1998

Family Violence Response Team: Continuing Contracts
for FFY 1998/99

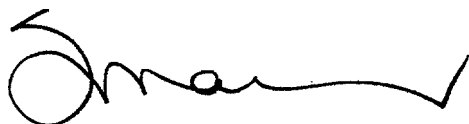
IT IS THEREFORE RECOMMENDED that your Board:

1. Adopt the resolution accepting unanticipated revenue in the amount of \$156,431 and appropriate these funds as described in the attached AUD 60; and
2. Approve continuing contracts for FFY 1998/99 with Defensa de Mujeres (\$57,941) and Applied Survey Research (\$10,000), and authorize the HRA Administrator to execute these contracts.

Very truly yours,

CECILIA ESPINOLA
Administrator

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

Attachments

cc: Defensa de Mujeres
Applied Survey Research

n:\hra\nora\bdfvrt

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 DSS/OCAP _____
_____ **for** Family Violence Response Team _____ program; and

WHEREAS, the County is recipient of funds in the amount of \$ 156,431 _____
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 \$156,431 _____ t _____ o

Department HRA/Family Relations _____

T/C	Index Number	Revenue Subject Number	Account Name	Amount
001	392400	0884	St-to Local Agencies	156,431

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

T/C	I n d e x Number	Expenditure Subject Number	PRJ/UCD	Account Name	Amount
021	392400	3615		HRA Overhead	88,490
021	392400	3665		Prof & Spec Exp	~10,000
021	392400	4470		Defensa deMujeres	--57,941

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 *W. Anne Allen* _____
Department Head

Date 9/16/98 _____

COUNTY ADMINISTRATIVE OFFICER



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

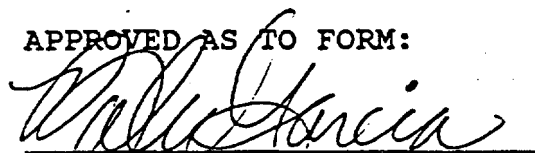
ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


County Counsel

APPROVED AS TO ACCOUNTING DETAIL:


Auditor-Controller

Distribution:

Auditor-Controller
County Council
County Administrative Officer
Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

185

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) *[Date]* t e)

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

- Santa Cruz
1. Said agreement is between the County of Human Resources Agency (Agency)
and Defensa de Mujeres, 406 Main ST. #326, Watsonville, CA 95076 (Name & Address)
2. The agreement will provide ongoing culturally competent services to families in the
Watsonville area
3. The agreement is needed, for FVRT Project
4. Period of the agreement is from 10/1/98 to 9/30/99
5. Anticipated cost is \$ 57,941 ~~XXXXXXXXXXXXXXXXXXXX~~ (Fixed amount, Monthly rate, Not to exceed)
6. Remarks: W-9 on file. Contact: J. Harris, x4741.
7. Appropriations are budgeted in 392400 (Index#) 4470 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 81409 Date 9/23/98
Pending approval of Aud 60
Subject to 98-99 Final Budget
GARY A. KNUTSON, Auditor - Controller
By Linda T. Chen 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

Remarks: [Signature] (Analyst) [Signature] County Administrative Officer
By [Signature] Date 9/24/98

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.

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
Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

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THIS AGREEMENT is entered into this 1st day of October 1998 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Defensa de Mujeres, Inc. hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: To provide ongoing services for families in the Watsonville area who are cross-reported to Child Protective Services by the Watsonville Police Department as a result of the Family Violence Response Team project. These services are focused on the impact of domestic violence on children.

- See Scope of Services - Exhibit A

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

In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate monthly claims submitted to the Human Resources Agency in accordance with Exhibit "B" ("CONTRACTOR 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 the COUNTY to the CONTRACTOR under this Agreement exceed the sum of \$57,941 for the period of October 1, 1998 through September 30, 1999. Quarterly progress reports shall be submitted on following dates December 15, 1998; March 15, 1999; June 15, 1999; and September 15, 1999.

3. TERM. The term of this contract shall be October 1, 1998 through September 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 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 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 . Types of Insurance

(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 ____/____.

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

Initials ABD / CEJY
CONTRACTOR/COUNTY

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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 cancelled until after thirty (30) days prior written notice has been given to: Jodie Harris, 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:

Jodie Harris, 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, gender, sexual orientation, pregnancy, age (over 18), 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, gender, sexual orientation, pregnancy, age (over 18), 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 gender, 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 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. The 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.

Initials: CB CEJ
CONTRACTOR/COUNTY

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. 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 contract may be amended, modified or changed by written consent of both parties.

13. EXTENSIONS. Both parties may agree to extend this contract under the same terms and conditions for additional one year periods not to extend beyond September 30, 2000.

14. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit A: Scope of Services
Exhibit B: Contractor 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

By: _____ Defensa de Mujeres, Inc.

Name/Title: Executive Director

Signature: [Signature]

Address: 406 Main Street #326

Watsonville, CA 95076

Telephone: 722-4532

Tax ID#: 77-0272680

APPROVED AS TO INSURANCE:

By: [Signature] 9-15-98
Risk Management

APPROVED AS TO FORM:

By: [Signature]
County Counsel

DISTRIBUTION: Auditor-Controller
Contractor

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Initials: [Signature] / CE
CONTRACTOR/COUNTY

EXHIBIT A
SCOPE OF SERVICES

SERVICES

1. Collaborate with Women's Crisis Support to provide ongoing culturally competent services to families in the Watsonville area served through the Family Violence Response Team (FVRT) project.
2. Work with the referred parent and child(ren) to develop a safety plan for the child(ren).
3. Develop and facilitate an interactive support group in Spanish and English for moms. At a minimum, groups will be offered bi-weekly. Information offered through these groups may include but not be limited to support on custody issues, effects of domestic violence on children, discipline vs punishment, and developing healthy relationships with children through communication, boundaries, and active listening skills. Track attendance.
4. Develop and implement age-appropriate activities that will encourage children of battered parents to put their feelings into words, talk about the violence in their homes, and enhance their communication skills.
5. Develop and implement a children's play group.
6. Make appropriate referrals to support services including but not limited to Parents Center, Youth Services, Mental Health, Fenix Services, and Victims Witness.
7. Work with CPS, Probation and the District Attorney's Office to support availability of services for batterers.
8. Work with referred families with adolescents by coordinating with existing services offered through organizations including but not limited to Youth Services, and the Pajaro Valley Unified School District (PVUSD).
9. Participate in bi-weekly multi-disciplinary team (MDT's) case review meetings with police officers, FVRT collaborative staff representatives, and CPS to ensure the quality of the team response, identification and resolution of problems, and overall program effectiveness.

TRAINING

1. Provide culturally sensitive training on recognizing and addressing issues of domestic violence.
2. Participate in county-wide cross training sessions sponsored by Child Protective Services and the Watsonville Police Department.
3. Work with FVRT Evaluation Coordinator prior to actual training sessions to ensure that all training activities include evaluation instruments which will assess the effectiveness of training efforts in realizing stated objectives.
4. Participate in all State-sponsored FVRT grant meetings and training sessions.
5. Work with Cabrillo College Early Childhood Education (ECE) program to enhance knowledge regarding developmentally and culturally appropriate services for families and children.
6. Ensure that participating staff receive mandatory training on child abuse reporting requirements.

EVALUATION AND ADMINISTRATION

1. Work closely with the Local FVRT Evaluation Coordinator to implement protocols, statistical tracking programs, and qualitative and quantitative evaluation tools.
2. Comply with all FVRT, County, and State reporting requirements, and statutes and regulations regarding child abuse reporting and confidentiality.

Initials: AB / CEJY
CONTRACTOR/COUNTY

EXHIBIT B - BUDGET

Fiscal Year: 98/99 Jurisdiction: Santa Cruz County

Agency: Defensa de Mujeres

Program: Domestic Violence

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F. EXPENSES'

Exhibit B, Page 1 of 2

Basic Account Codes:²

	Total Agency Budget FY 97/98	Total Projected Agency Budget FY 98/99	Total Jurisdiction Budget FFY 97/98	Total Proposed Jurisdiction Budget FFY 98/99
SALARIES/BENEFITS				
7000 Salaries Total	327,069	354,233	44,870	44,005
7100 Employee Health/Retirement	24,800	27,400	1,030	3,960
7200 Payroll Taxes	35,454	37,667	1,328	3,961
TOTAL SALARIES/BENEFITS:	387,323	419,300	47,228	51,926
SERVICES/SUPPLIES				
8000 Professional Fees: Audit	12,000	16,000		
8010 Indep. Prof. Consultants ³	47,000	26,000		
8100 Supplies	9,573	8,050		115
8200 Telephone	11,500	11,500		
8300 Postage & Shipping	500	750		
8400 Occupancy Total	40,701	40,701		5,900
8500 Rent/Maintenance of Equip.	500	600		
8600 Printing & Publications	3,300	1,700		
8700 Travel & Transportation	4,600	3,800		
8800 Conferences/Meetings	1,700	1,400		
8900 Assistance to Individ.	3,400	3,400		
9000 Membership Dues	150	150		
9100 Awards and Grants				
9200 Interest Expense	750	750		
9300 Insurance/Bond	5,000	4,713		
9400 Miscellaneous ⁴	4,850	5,150		
9600 Dist. of Program Costs				
9691 Payment/Affiliated Orgs.				
TOTAL SERVICES/SUPPLIES:	145,524	124,664	0	6,015
GRAND TOTAL EXPENSES:	532,847	543,964	47,228	57,941

1. Please fill out this page for each program funded and a total page.
2. Refer to: Accounting & Financial Reporting: A Guide for United Way and Not-for-Profit Human Service Organizations, Semnd Edition 1989.
3. Explain 8010 if included in Proposed Jurisdiction Budget in I. Budget Narrative.
4. Explain 9400 if over 1 % of Proposed Jurisdiction Budget in I. Budget Narrative.

Fiscal Year: 98/99 Jurisdiction: Santa Cruz County - FVRTAgency: Defensa de MujeresProgram: Domestic Violence**G. POSITIONS AND SALARIES'****Exhibit B, Page 2 of 2**

Please list ONLY the positions and amounts requested from this jurisdiction. Indicate with an "X" whether position is a NEW request or EXISTING (already funded by this jurisdiction). Indicate with an "X" if position is designated as @lingual Only (BIL). Total Salaries Requested must match Salaries Total (line item 7000) under Total Projected Jurisdiction Budget on Page 5. Please make sure that each row below multiplies correctly and that columns add up to the correct amounts. Round all totals to the nearest dollar.

POSITION TITLES:	SALARY RATE X	HOURS/ WEEK X	WEEKS/ YEAR =	TOTAL AMOUNT PER YEAR	NEW	EXIST	BIL
1. Executive Director	\$20.32	5	52	\$5,282		xx	xx
2. Assistant Director	\$17.52	2	52	\$1,822		xx	
3. Children's Program Coordinator	\$10.63	20	52	\$11,058		Xx	Xx
4. Children's Advocate	\$8.16	20	52	\$8,488		Xx	Xx
5. DS Advocate I	\$9.76	10	39	\$3,808		Xx	Xx
6. Counselor	\$14.18	10	52	\$7,371		Xx	Xx
7. Crisis Intervention Coordinator	\$10.13	10	52	\$5,265	xx	Xx	Xx
8. Staff Attorney	\$17.52	1	52	\$911		Xx	xx
9.	\$			\$			
7000 TOTAL SALARIES REQUESTED				\$44,005			

1. Please fill out this section (G) for each program funded and a total page.

H. AGENCY ADMINISTRATIVE AND DIRECT SERVICE EXPENSES²

Please show breakdown of administrative and direct service costs by providing figures for the Agency's Total Budget, the Jurisdiction's share and the percentage of administrative costs for each column. See instructions for definitions of administrative vs. direct costs.

	FY 97/98		FY 98/99 PROJECTED	
	TOTAL BUDGET	SHARE	TOTAL BUDGET	SHARE
ADMINISTRATION				
SERVICES				
TOTAL				
% ADMINISTRATION				

2. Please fill out this section (H) for the total agency only, not for each program.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

190

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 9/16/98 (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, Applied Survey Research, 204 Mar Monte, La Selva Beach, CA 95076 (Name & Address)
2. The agreement will provide evaluation of Family Violence Response Team efforts
3. The agreement is needed to provide service for FVRT Project
4. Period of the agreement is from 10/1/98 to 9/30/99
5. Anticipated cost is \$ 10,000 (~~Fixed amount; Monthly rate; Not to exceed~~)
6. Remarks: W-9 on file; Contact: J. Harris. x4741
7. Appropriations are budgeted in 397400 (Index#) 3665 (Subobject)

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

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

Contract No. CO 81411 Date 9/23/98

Pending Approval of
Subject to 98-99 Final Budget

GARY A. KNUTSON, Auditor - Controller

By Linda T. 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).

County Administrative Officer

Remarks:

(Analyst)

By _____ Date _____

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. 3 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 _____

County Administrative Officer
By _____ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1 st day of October 1998 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Applied Survey Research, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: To coordinate the evaluation of a multi-disciplinary Family Violence Response Team (FVRT) which will provide assessment and follow-up services to the victims of domestic violence who have children in the home. The FVRT will be first implemented in South County (Watsonville) and Live Oak (Sheriffs Department Beat 3). The target population is Spanish-speaking women.

•See Scope of Services - Exhibit A

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

Total Cost not to exceed \$10,000. Rate based on a fee of \$50 per hour. Contractor shall submit invoices on a monthly basis followed by quarterly progress reports on required activities on the following dates: December 15, 1998; March 15, 1999; June 15, 1999; and September 15, 1999.

3. TERM. The term of this contract shall be October 1, 1998 through September 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

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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. 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

(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

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 cancelled until after thirty (30) days prior written notice has been given to: Jodie Harris, 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:

Jodie Harris, 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, gender, sexual orientation, pregnancy, age (over 18), 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, gender, sexual orientation, pregnancy, age (over 18), 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 gender, 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 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. (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 CT AIMS. 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 contract may be amended, modified or changed by written consent of both parties.

13. EXTENSIONS. Both parties may agree to extend this contract under the same terms and conditions for additional one year periods not to extend beyond September 30, 2000.

14. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit A: Scope of Services

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: _____ Applied Survey Research

Name/Title: President

Signature: Simon Renteria

Address: 204 MAR MONTE AVE.

LA SELVA GARCIA, CA

Telephone: 408-684-1358 85076

Tax ID#: 94-2711764

APPROVED AS TO INSURANCE:

By: Janet McKinley 9-15-98
Risk Management

APPROVED AS TO FORM:

By: Joe M. Scott
County Counsel

DISTRIBUTION: Auditor-Controller
Contractor

EXHIBIT A
SCOPE OF SERVICES

In collaboration with FVRT partners, complete the following:

1. Coordinate implementation of the revised Domestic Violence FVRT evaluation plan; provide training to FVRT Advocates and CPS staff on statistical tracking methodologies and computer generation of data; evaluation tracking will be developed using ACCESS computer software program.
2. Consult with all FVRT partners including police officers, advocacy group staff, and CPS to ensure that identified baseline information, performance indicators, tracking tools, and reporting formats are viable and uniformly implemented.
3. Create and collect monthly reporting forms from FVRT advocates; compile and analyze FVRT statistical data; create and distribute quarterly reports to FVRT partners.
4. Develop and implement a stakeholder perception and satisfaction survey which will be used by Women's Crisis Support and Defensa de Mujeres.
5. Attend all State-sponsored FVRT project meetings and trainings.
6. Report to the Child Abuse Prevention Subcommittee of the Children's Network on the status of FVRT evaluation efforts.
7. Comply with all County and State reporting requirements, and statutes and regulations regarding child abuse reporting and confidentiality.

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