

county of Santa Cruz

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060 (408) 454-4130 OR 454-4045 FAX: (408) 454-4642

January 11, 1999

Agenda: January 26, 1999

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

APPROVAL OF CONTRACTS TO IMPLEMENT GOVERNOR'S WELFARE-TO-WORK 15% GRANT

Dear Members of the Board:

On October 27, 1998, your Board accepted unanticipated revenue from a Governor's Discretionary Welfare-to-Work 15% grant and directed the Human Resources Agency to return for contract approval as quickly as possible. The purpose of this letter is to request approval of contracts to implement this grant, and take related fiscal and personnel actions.

Contracts to Build Community Services

In order to implement the job retention services specified in the 15% grant, four contracts are recommended: 1) Food and Nutrition, \$3 12,718 for the Connections Shuttle to serve CalWORKs participants and their children who cannot take the bus; 2) Santa Cruz Community Counseling Center, \$86,667 for the Employee Assistance Program and 24-hour Jobkeeper Hotline for CalWORKs participants who find employment; 3) Community Action Board, \$57,500 for work-related emergency payments fund; and 4) Employment Development Department (EDD), \$50,740 for job search services for the non-custodial parents of CalWORKs children. The contracts have been signed by the contractors, with the exception of the contract with EDD, which is a State boilerplate and must be signed by the County first. The term of the contracts shall be retroactive to January 1, 1999 through June 30, 2000. The contracts have been approved by County Counsel and Risk Management, and are on file with the Clerk of the Board.

Additional substance abuse and mental health job retention services will be provided through the amendment of existing contracts with service providers by the Health Services Agency, using these grant funds. The contract amendments are being recommended in a corresponding letter to your Board from the Health Services Agency on this date. The Santa Cruz County Regional Transportation Commission will also utilize grant funds to provide enhanced ridematching services for CalWORKs families-the Neighbors Helping Neighbors project. It will be necessary for your Board to transfer funds from obligation reserves as shown on the attached AUD-74 for all of these enhanced community services.

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BOARD OF SUPERVISORS

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In addition, in order to provide job retention services, HRA is requesting the addition of a limited-term 1 .O FTE Senior Employment Training Specialist position in JTPA index 39600 to implement the grant programs, work with the hardest-to-employ CalWORKs population, and implement job retention strategies. The term of the position is recommended to extend through September 30, 2000, financed 100% with grant funds.

The California Department of Social Services has provided HRA CalWORKs with an allocation of \$50,181 in matching funds for the Welfare-to-Work grants. Because these funds can be used more flexibly to serve the CalWORKs hard-to-employ population, it is recommended that the funds be used to augment the Food & Nutrition contract to provide vans for the Connections Shuttle. At this time, it is recommended that your Board accept and appropriate this allocation as part of the unexpected revenue as shown on the attached resolution.

Additional Substance Abuse and Mental Health Funds

At the time the HRA budget was adopted, the final amounts of the CalWORKs substance abuse and mental health allocations were not known. The final substance abuse and mental health allocation was \$45 1,740, compared to the \$182,686 which was budgeted, or unanticipated revenue in the amount of \$269,054. In addition, based the structure of the CalWORKs allocation, substance abuse and mental health funds may be rolled over from last fiscal year to this fiscal year in the amount of \$117,441 in unanticipated revenue.

Recommendations

It recommended that your Board accept and appropriate as unanticipated revenue the matching funds (\$50,181), the additional substance abuse and mental health allocation (\$269,054), and the rollover amount (\$117,441), for a total of \$436,676, as shown on the attached resolution, which is recommended for adoption at this time. In addition, it will be necessary to transfer \$583,450 from obligation reserves to support the proposed contracts and staffing as shown on the attached AUD-74. A transfer of the \$182,686 originally budgeted for substance abuse and mental health services to supportive services accounts will facilitate payments, and is recommended also, as shown on the second attached AUD-74. Finally, HRA is recommending the approval of four agreements and creation of a limited term staff position as detailed above.

IT IS THEREFORE RECOMMENDED that your Board:

- 1. Adopt the attached resolution, accepting and appropriating unanticipated revenue in the total amount of \$436,676;
- 2. Adopt the attached AUD-74s, transferring the Governor's Welfare-to-Work 15% grant funds from obligation reserve and mental health/substance abuse funds to professional and special accounts, and transferring appropriations set aside for mental health and substance abuse activities to supportive services accounts;



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- 3. Approve contracts for job retention services with Food and Nutrition, \$3 12,7 18; Santa Cruz Community Counseling Center, \$86,667; Community Action Board, \$57,500; and Employment Development Department, \$50,470; retroactive to January 1, 1999, and authorize the Human Resources Agency Administrator to sign the contracts on behalf of the County; and
- 4. Approve the addition of a 1 .O FTE limited-term Senior Employment Training Specialist position in JTPA index 396000, effective through September 30, 2000.

Very truly yours,

CECILIA ESPINOLA

Administrator

CE/GG:gg/15%contr.bos

Attachments

RECOMMENDED:

- Pat Busch

Acting County Administrative Officer

cc: Auditor-Controller

County Counsel Risk Management County Personnel

Contractors

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

RESOLUTION ACCEPTING UNATICIPATED REVENUE

RESOLUTION NO._____

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

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may be ma		for spec		ction 29130(c)/29064 priation by a four-:	
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Departmen	ntHRA - Soc	ial Service	es	_	
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AUD60 (R					Page 1 of 2

519

COUNTY	ADMINISTRATIVE	OFFICER

' **Récommended** 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 _ 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 ACCOUNTING DETAIL:

Distribution:

Auditor-Controller County Council County Administrative Officer

Originating Department

AUD60 (Rev 5/94)

Page 2 of 2

COUNTY OF SANTA CRUZ

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REQUEST FOR TRANSFER OR REVISION
OF BUDGET APPROPRIATIONS AND/OR FUNDS

Dep	artn	nent:	HRA - Social	Services	5	•		Date: 1/	11/99
TO:	ŀ	Board of	Supervisors /	County Adn	ministrative Off	icer / Distric	t Board		
I her	eby	request yo	ur approval of the	following tran	nsfer of budget ap	propriations and	d/or funds in the	fiscal year ending	June 30, 19 <u>99</u>
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Aud	itor-(Controller,	by Lind	a Cho	TL		, De	puty Date //	1/1 3/99
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COUNTY OF SANTA CRUZ

REQUEST FOR TRANSFER OR REVISION
OF BUDGET APPROPRIATIONS AND/OR FUNDS

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, 19 99

Department: <u>HUMAN RESOURCES AGENCY - JTPA DIVIS</u>ION

TO:

Board of Supervisors / County Administrative Officer / District Board

521

Date: 01/11/99

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Welfare-to-Work Retention 15% Grant Funds (Non-CalWORKS)

Trans	fer To:			Total
T/C I	ndex Number	Subobject No PRJ/UCD	Account Name	Amount
021	396000	3100	Regular Pay: Permanent	22,175
021	396000	5224	Food and Nutrition Services	191,226
021	396000	5374	Santa Cruz Community Counseling Center	65,000
021	396000	5250	Community Action Board	57,500
021	396000	5216	Employment Development Department	50,740
021	396000	3611	Health Services Agency	160,837
021	396000	5369	Santa Cruz Regional Transportation Commission	35,972
٦	otals:			583,450

Transfer From:

22	39600	5490	Obligation Reserve	583,450

Note 1: Subobject 3611 includes:	Note 2: Subobject 5216 includes:
Janus	40,000 \$25,740 from WtW 15% plus
Community Connections	10,141 \$25,000 from WtW 85% formula allocation
H U	15,000
SCCCC/ALTO	35,696
Fenix	60,000
Total:	160,837

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

ГО:	Board of Supervisors County Administrative Officer County Counsel Auditor-Controller	FROM:	Human Resources Agency (Signature) //	(Dept.)
The	Board of Supervisors is hereby requ	ested to approve the attached agre	eement and authorize the execution of the	same.
1.	Said agreement is between the	Human Resources Agency		(Agency)
			Oth Ave., CapitolaCA 95010	
2.	The agreement will providejob	search and retention serv	vices and parenting instruction	for
	non-custodial parent	s of children who are Cal	WORKs recipients.	
3.	The agreement is needed.	implement a decision of th	ne Board of Supervisors.	
4.	Period of the agreement is from	January l, 1999	to <u>June 30, 1999</u>	
5.	Anticipated cost is \$16,913	3.34	(Ражев выболу Монтица	Wife;Nottoexceed)
6.	Remarks: New agreement. W	√-9 is on file. Governor	's 15% grant & 85% Formula Gran	t
			Contact: Gail Groves, ext.	
7.			(Index#)5216	
_	_		COSITOTO 1	-
Аp	propriations are not	G	No. COS/777 Date 1/2 ARY A, KNUTSON, Auditor - Controller by Linda Chou	Deputy.
Pr	oposal reviewed and approved. It is Human Resources Agency, Adm	recommended that the Board of Su	opervisors approve the agreement and authors on behalf of the Human Resource:	orize the
_	marks: Greement approved as to form. Date	(Agency). (Analyst) By	County Administrative Officer Date Date	re <u>1/14/99</u>
Dis	stribution: 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, do hereby certify	•	ent was approved by

EDD Contract No.
Project Code

STANDARD AGREEMENT FOR EMPLOYMENT SERVICES

This Agreement is entered into by and between the _Santa Cruz County Human Resources Agency, hereinafter referred to as the "Administrative Entity," and the Employment Development Department of the State of California, hereinafter referred to as "EDD." The purpose of this Agreement is for EDD to provide specific employment services to the Administrative Entity. All services shall be performed in accordance with the provisions hereinafter and herein expressed.

- 1. The term of this Agreement shall be January 1, 1999 through June 30, 2000.
- 2. The Administrative Entity shall reimburse EDD in the amount not to exceed ______ Fifty Thousand seven hundred forty_ and No/1 00 Dollars (\$50,740.__) for the services to be provided as set forth in this Agreement.
- 3. The following exhibits are attached hereto and are made a part of this Agreement:

Exhibit A, General Services

Exhibit B, Scope of Services to be Performed

Exhibit C, Schedule of Expenditures

Exhibit D. Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

IN VVI I NESS WHEREOF, this Agreement has been executed by the parties hereto.				
EDD	Administrative Entity			
Employment Development Department	Human Resources Agency of Santa Cruz County			
By (Authorized Signature)	By (Authorized Signature)			
Printed Name and Title of Person Signing	Printed Name and Title of Person Signing			
	Cecilia Espinola, Administrator			
Address	Address			
	1000 Emeline Street, Santa Cruz, CA 95060			
	22221, 201100 5142, 611 95000			

DEPARTMENT OF GENERAL SERVICES USE ONLY

EDD Co	ntract	No.			
EDD/					
Page ₋	of	_		•	

4. General Provisions

- A. This Agreement shall be governed by the laws of the State of California except to the extent that federal law and regulations govern the operation of the Job Training Partnership Act program.
- B. Both parties to this Agreement agree to adhere to appropriate federal and State legislation concerning nondiscrimination and affirmative action procedures.
- C. Each of the parties and the agents and employees of each party in the performance of this Agreement shall act in an independent capacity and not as officers and agents of the other party.
- D. This Agreement contains the entire agreement of the parties and supersedes all negotiations and other agreements between them.
- E. This Agreement may be amended only in writing with mutual consent of both parties.
- F. EDD agrees to make available at the participating local office(s) identified in the Agreement, any records of client services maintained under this Agreement for inspection, audit, or reproduction by an authorized representative of the Administrative Entity during normal business hours. Financial records pertaining to the Agreement will be maintained in EDD's Central Office in Sacramento.
- G. EDD shall maintain records documenting payments received and provided under this Agreement for at least three years from the final payment date of this Agreement. If EDD receives notice that any litigation, claim, or audit has begun before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings are resolved.
- H. EDD may maintain any of the records required to be kept under this Agreement by substituting photographs, microphotographs, or other authentic reproductions of such records.
- I. In accordance with provisions of Section 895.4 of the California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.
- J. In the event of a dispute between EDD and the Administrative Entity over any part of this Agreement, the dispute may be submitted to nonbinding arbitration upon the consent of both parties. An election for arbitration pursuant to this Agreement shall not preclude either party from pursuing any remedy for relief otherwise available.

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EDD Co	ntract	No	
EDD/			
Page _	of	_	_

- K. The State of California has elected to be insured for its general liability, motor vehicle, and Workers' Compensation liability exposures through a self-insurance program. EDD is covered by a self-insured plan for general liability administered by the State Attorney General's office. EDD is covered by Workers' Compensation insurance pursuant to agreement with the State Compensation Insurance Fund. EDD is covered by self-insured vehicle liability administered by the Office of Insurance and Risk Management of the Department of General Services.
- L. EDD is subject to the Single Audit Act of 1984. Work of EDD's Internal Auditors and/or the Single Audit of EDD will be utilized to satisfy the audit requirements of this Agreement. This Agreement shall be subject to the examination and audit of the State Auditor for a period of three years after final payment.
- M. EDD agrees to conform to nondiscrimination provisions of the Job Training Partnership Act (JTPA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 34, Subpart B, Section 34.20.
- (42 N. EDD agrees to comply with the Americans with Disabilities Act (ADA) of 1990 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and State laws and regulations, guidelines, and interpretations issued thereto.
- 0. This Agreement shall have no force and effect until signed by both parties, and, if applicable, approved by the Department of General Services.

5. Fiscal Provisions

The specific cost for services provided under the Agreement are set forth in Exhibit D entitled "Budget." EDD will begin invoicing once the Fiscal Programs Division has received a copy of the contract signed by both parties. EDD will invoice on or about the 10th of each month based upon actual expenditures. These expenditures will be supported by monthly expenditure reports, which will accompany the invoices. Invoices will reference the contract number and will be sent to:

> Santa Cruz County Human Resources Agency Administrative Entity's Name

1000 Emeline Street Address

Santa Cruz, CA 95060 City, State, Zip

Gail Groves Attn:

EDD Co	ontract	No	327
EDD/			
Page -	of	-	_

In consideration of the performance and completion of the foregoing and upon receipt of a detailed invoice, in triplicate, monthly in arrears, the Administrative Entity shall issue payments so that they are received by EDD no later than the 23rd day of each month in order that EDD may deposit such payments in a timely manner with the State Controller for disbursements occurring at the end of the billing period. The payments shall reference the invoice number and be sent to:

Employment Development Department Accounting Section, MIC 70 P.O. Box 826217 Sacramento, CA 942306217

Within the authorized closeout period or 60 days after the end of the contract period, whichever is earlier, EDD will submit a final report reflecting actual expenditures. If a refund is due the Administrative Entity, it will be submitted with the final report. If actual expenditures exceed payments, the Administrative Entity will then be billed for the difference.

6. Prow-am Operation

EDD shall administer this Agreement in accordance with the Federal Job Training Partnership Act, Unemployment Insurance Code, Sections 15000 to 15087, and applicable federal and State regulations and directives.

7. Termination

- A. This Agreement may be terminated by either of the parties by notifying the other party in writing 30 days prior to the effective date of termination.
- B. If during the term of this Agreement, the State and/or federal funds appropriated for the purposes of this Agreement are reduced or eliminated by the California Legislature or the United States government, the Administrative Entity may immediately terminate this Agreement upon written notice to EDD.
- C. If this Agreement is terminated before the end of its term, EDD shall be paid for all staff time encumbered or used during this Agreement through the date of termination.
- D. Notice required by this paragraph will be effective upon delivery to the Contract Monitor.

EDD Co	ntract	No.		
EDD/		_		
Page _	of	_		

E. Contract Monitor

The name and address of the Contract Monitors for EDD and the Administrative Entity are as follows:

EDD

Name: Melissa Pedroza

Address: Workforce Santa Cruz County/ Mid- county Career Center

2045 **40th Ave., Capitola, CA 95010**

Telephone: (831)464-6261

ADMINISTRATIVE ENTITY

Name: Gail Groves

Address: CareerWorks, 1040 Emeline St., Santa Cruz, CA 95060

Telephone: (831) 454-4642

EDD Contract No.	529
EDD/ -	
Exhibit A	
Page 1 of 2	

GENERAL SERVICES

The services listed below may or may not be included in this Contract. The specific services to be provided under the conditions of this Agreement are set forth in Exhibit B. The services offered by EDD include the following:

- A. <u>Recruitment</u> Recruitment is the process of seeking out clients to participate in the program. It could include search for, and identification of, clients from records maintained by EDD, the use of public service announcements, paid advertising, coordination with schools, and community groups.
- B. <u>Assessment</u> Assessment interviews are designed to determine a client's employability, aptitude, abilities and interest, and include a review of the client's education, training, and work history. Assessment may include client proficiency and aptitude testing, personal characteristic screening, and registration.
- C. <u>Job Search Training</u> Job Search Training provides clients with necessary skills and abilities to improve the probability that they will find employment through their own efforts. Job Search Training involves group sessions normally made-up of from as few as five to a maximum of 25 participants per session. Number of sessions, duration, number of participants per session, and frequency may vary depending on client needs and capability.
- D. <u>Supervised Job Search</u> Supervised Job Search is an organized method of seeking work which includes access to phone banks in a clean and well-lit place, job orders, and direct referrals to employers. Supervised Job Search is overseen, reviewed, and critiqued by a person who has been trained or has experience in job placement activities.
- E. <u>Placement</u> Job development and placement services are designed to meet the unique needs of specific client groups. Placement is the process of matching clients seeking work with employers seeking workers. Job development is to contact employers to solicit job openings for a specific client. When necessary, employer-hiring requirements will be negotiated to improve employment prospects for the client group. Clients will be briefed and prepared prior to employer interviews so they present their qualifications in the best light.
- F. <u>Employment Counseling</u> Employment Counseling is aimed at helping the participant reach an informed decision on an appropriate employment goal. This service shall be performed by a person who has been trained or has experience as an employment counselor.

EDD Contract No. EDD/	5 30
Exhibit A	
Page 2 of 2	

G. Contract Negotiations/Coordinating On-the-Job Trainina (OJT) — In this activity, EDD on behalf of the Administrative Entity, will negotiate OJT contracts with employers to train clients for the purpose of improving the client's skills and job readiness. Contracts negotiated by EDD will be entered into between the Administrative Entity and the employer(s). EDD will assure referral of clients to the employer under terms and conditions stipulated by the Administrative Entity. EDD may also maintain records and monitor the OJT contracts on behalf of the Administrative Entity when specified in Exhibit B.

EDD Con	tract	No.	991
EDD/			
Exhibit B			
Page ₋	of	-	

SCOPE OF SERVICES TO BE PERFORMED

Name of Administrative Entity Santa Cruz County Human Resources Agency

Title of Project: Job Readiness Services to Non Custodial Parents

Location where services will be performed: Workforce Santa Cruz County Capitola Career Center, 2045 40th Ave, Capitola, 95010

Type of clients to be served (youth, displaced workers, etc.): Non-custodial parents of CalWORKS children

Purpose of the project: To mitigate the dependence of children on the CalWORKS program by assisting unemployed or underemployed non-custodial parents find and keep employment.

Project objectives: Serve 100 non-custodial parents referred by the court system with services designed to help them find and retain employment and to fulfil their social responsibilities as parents.

Planned program activities: (Show the services to be provided to individual number of participants in each month of the contract.)

	1	2	3	4	5	6	7	8	9	10	11	12
To be served		7	7	7	/	7	7	7	7	/	7	1
Entered employment			3	3	3	3	3	3	3	చ	3	3
Assessed		7	7	7	7	7	7	7	7	7	7	7
		7	7	7	7	7	7	7	7	7	7	7
Job Search Training												
Employment Counseling		7	7	7	7	7	7	7	1	7	7	7
JTPA certifications		7	7	7	7	/	7	7	7	7	7	7
Other activities Job Club	<u> </u>						-	-	-			
	13	14	15	16	17	18	ſ	<u></u>		Ţ	-	
To be served	7	7	7	/								
Entered employment	3	3	3	3	3	3	-					
Assessed	7	7	7	7								
		7	7	7	7	7						
Job Search Training									<u> </u>	-		
Employment Counseling		7	7	7					l			
JTPA certifications	-	7	7	7	7	7						
Other activities: Job Club												

EDD Co	ontract	No.	5 32
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Exhibit (\Box		
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SCHEDULE OF EXPENDITURES

The following schedule reflects expenditures estimated to be accrued during the indicated month. It is anticipated that invoicing will reflect these amounts or adjustments thereto.

MONTH	ESTIMATED EXPENDITURES
1. January, 1999	\$2,818.89
2. February, 1999	\$ 2,818.89
3. March, 1999	\$ 2,818.89*
4. April, 1999	\$ 2,818.89*
5. May, 1999	\$ 2,818.89
6. June, 1999	\$ 2,818.89
7. July, 1999	\$ 2,818.89*
8. August, 1999	\$ 2,818.89*
9. September, 1999	\$ 2,818.89*
1 O.October, 1999	\$ 2,818.89
11. November, 1999	\$ 2,818.89*
12. December, 1999	\$ 2,818.89*
13. January, 2000	\$ 2,818.89
14. February, 2000	\$ 2,818.89
15. March, 2000	\$ 2,818.89
16. April, 2000	\$ 2,818.89
17. May, 2000	\$ 2,818.88
18. June, 2000	\$ 2,818.88
	TOTAL \$ 50 740 00

TOTAL \$ 50,740.00

(To equal total amount set forth in Budget, Exhibit D.)

Exhibit D Budget Detail Sheet SFY 1998-99'

Contract Name:

Term of Contract: 1/1/99 to 6/30/00

Field Office: Capitola

STAFFING REQUIREMENTS: STAFFING LEVEL	ANNUAL SALARY	HOURLY SALARY	<u>HOURS</u>	<u>P.E.'s</u>	P.Y.'s	PERSONNEL SERVICES COSTS
EPR-C EPMI SUB-TOTAL	\$37,920 \$51,541	\$21.88 \$29.73	1571.15 86.67 1657.82	0.6043 0.0500 0.6543	0.9064 0.0500 0.9564	\$34,377 \$2,577 \$36,954 (A)
Administrative Staff and Technical (6.3	3% of A)	(Excluding 8e	enefits)			\$2,328
SUB - TOTAL						\$39,282 (B)
Personnel Benefits (29.17% of B)	(includes	Admin.Staff &	Tech.)			<u>\$11,458</u>
Total Personal Services and Benefits						\$50,740
OPERATING EXPENSES & EQUIPME	ENT (OE&E	:)				
Allocated OE&E (23,97% of B.)			\$0			
Direct OE&E HWDC Costs Equipment Postage Training Travel Total Direct OE&E	\$0 \$0 \$0 \$0		*· \$0_	` a*		\$ 0
Total OE&E						<u> </u>
:ONTRACT TOTAL						\$50.740

^{*}Rates may be subject to change.

Please Note: If EPR is outstationed DO NOT include the allocated OE&E

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SCOPE OF WORK PLAN

Welfare-to-Work 15% Grant Subcontract

Agency: EmploymentDevelopmentDepartment Program/Service: Services to non-custodial parents

Contractor shall achieve the following goals and accomplish the following objectives by performing the specified activities and the methods you will use to evaluate the results. Please indicate the number of service units to be provided, the number of participants your agency will be prepared to serve, and the outcome for the participants for each quarter of the contract period.

MEASURABLE OBJECTIVES & PERFORMANCE GOALS	IMPLEMENTATION ACTIVITIES	QUARTER ENDING DATE	METHOD OF EVALUATING PROCESS AND/OR OUTCOMES OF OBJECTIVES
Begin program design	-Research other projects & sources -Research costs	December 1998	
	Program flow chart -Outline program services tFind training sources -Begin referral process	March 1999	Partners sign off on program design Contract signed locally Workshops begin Feb. '99
Services provided to 30 part cipants Continued communication with Program Team	, racertream	June 1999	#Participantsenrolled/working Tracking process begun Regular communication among team
Services provided to 30 new participants Review/Evaluation of program -	-Provide workshop & job club activities ' Develop evaluation tools	September 1999	#Participants enrolled/working Retention services begun Evaluation report to Program Managers
Services provided to 30 new participants Program changes as identified	-Provide workshop & job club activities -Developchanges - per evalua- tion report	December 1999	#/Participants enrolled/working Retention services provided Implementation of changes
Services provided to 30 new participants	-Provide workshop & job club activities -Review Evaluation/develop changes	March 2000	#Participantsenrolled/working Retention services provided
Evaluate program for future potential	-Provide job club for ongoing participants	June 2000	#Participantsenrolled/working Retention services provided Final report
		Scpteniber 2000	

PLANNED QUARTERLY EXPENDITURES Welfare-to-Work 15% Grant Subcontract

Agency:_	Employment Development Department	Program/Service:	Services to non-custodial parents
•	tail projected expenditures by quarter. Dates below re	efer to quarter ending date).

Please detail projected expendit	· · ·	cer. Butes core	•				1	
COST CATEGORY	DEC 1998	MAR 1999	JUNE 1999	SEPT . 1999	DEC 1999	MAR 2000	JUNE 2000	SEPT 2000
Administration Espenditures								
Program Expenditures								
CalWORKs Expenditures								
Total Expenditures								
Program Expenditure Comp	onent							
Community Service								
Work Experience								
Job Creation/Wage Subsidies								
On-the-Job 'Training								
Readiness, Placement and Post-Employment Services		8,333.34	8,333.34	8,333.34	8,333.34	8,333.33	8,333.31	
Job Retention								
Support Services								
Other:								
Other:								
Other:								

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BUDGET SUMMARY Welfare-to-Work 15% Grant Subcontract

Agency: Employment Development Department	Program/Service: _	Services to non-custodial parents
lease provide detailed breakdown of projected expenditures during the contract period.	_	

ESPENSE ITEM	ADMIN	PROGRAM	CALWORKS	TOT.4 LS	IN-KIND/MATCHING (for information only)
Staff Salaries	2.577.	33,838.		36,415.	
Staff Fringe Benefits	565.	10,726.		11,291.	
Staff Travel					
Facilities & Communications					
Consumable Supplies					
Furniture & Equipment Use/Depreciation Purchase Lease					
Vehicle Operating & Maintenance					X
Consumable Testing & Instructional Supplies					
Insurance					
Supportive Services					
Indirect Cost	115.	2,179.		2,294.	
Other Operational Costs:					
TOTALS:	3,257.	46,743.		50,000.	

administrative costs may not exceed 13%. Indirect costs may be applied to program.

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

537

TO:	Board of Supervisors County Administrative Officer County Counsel Auditor-Controller	Human Resources Agency (Dept (Signature) 1/11/99 (Date
The	Board of Supervisors is hereby req	uested to approve the attached agreement and authorize the execution of the same.
1.	Said agreement is between the	Human Resources Agency (Agency
	·	Counseling Center (ALTO), 195-A Harvey West, (Name & Address Santa Cruz, CA 95060
2.		loyee assistance program and 24-hour or CalWORKs participants who become employed.
3.	The agreement is needed, to i	mplement a decision of the Board of Supervisors.
		January 1, 1999 to June 30, 1999
5.		(Fixed amount; Monthly rate; Not to exceed
6.	Remarks: New agreement,	Governor's 15% grant & CalWORKs. Contract term: 1/1/99 - 6/30/00.
	Amount: \$86,667.	W-9 on file. Contact: Gail Groves, ext. 4036.
7.	Appropriations are budgeted in	396000 - \$7,223 5 244-5-374 392100 - \$21,667 (Index#) 5665 (Subobject
_		OPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74
A _{PI}	propriations are available and he are not available and he are not available and he are not are not are available and he are not are n	ave been encumbered. Contract No. <u>CO81775</u> Date 1/13/99 will be approval GARY A. KNUTSON, Auditor - Controller By Linda Chou Deput
Pro	pnosal reviewed and approved It is	recommended that the Board of Supervisors approve the agreement and authorize the dministrator to execute the same on behalf of the
_	Human Resources Agency marks: preement approved as to form. Date	(Agency). County Administrative Officer By My Date 1449
Die	Itribution: Bd. of Supv White Auditor-Controller - Blue County Counsel - Green * Co. Admin. Officer. Conary Auditor-Controller - Pink Originating Dept Goldenrod *To Orig. Dept. if rejected. ADM-29 (6/95)	State of California) County of Santa Cruz)

Contract No.	
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WELFARE -TO-WORK 15% GRANT CONTRACT

A. Contract Identification

This contract is entered into by the County of Santa Cruz Human Resources Agency/CareerWorks, hereinafter referred to as the COUNTY and <u>Santa Cruz Community Counseling: Center/ALTO</u>, hereinafter referred to as CONTRACTOR. The Contractor agrees to provide Welfare-to-Work 15% services in accordance with the provisions of this Contract. This Contract consists of this Signature Sheet, the General Provisions, the Financial Management Requirements (Part II), Special Provisions (Part III), the Scope of Work, the Line Item Budget, Quarterly Expenditures Projections, the Worksite Agreement (if applicable) and other attachments as required.

B. Term of Contract

Contract commences <u>January 1. 1999</u> and terminates <u>June 30.2000</u>, Contract may be amended by mutual written agreement.

C. Type of Contract

D. Obligation

Total cost of this Contract shall not exceed \$86.667.

PART I

General Provisions

1. Compliance

CONTRACTOR shall conduct its performance hereunder so as to comply with all applicable Federal, State, and local laws, regulations, guidelines, bulletins, and circulars issued which govern the operation of all JTPA programs; 20 CFR Part 645 Welfare-to-Work Grants Interim Rule, the Job Training Partnership Act (JTPA) Public Law 97-300 as amended, all federal regulations and Governor's policies and procedures issued pursuant to JTPA, and any new legislation, regulation, policy and procedure which may replace JTPA; the Family Economic Security Act (FESA), California Unemployment Insurance Code, Section 15000 et. seq., to the extent permitted by federal law; all State regulations and Governor's policies and procedures issued pursuant to FESA; and any new legislation, regulation, policy and procedures which may replace FESA; and with the Americans with Disabilities Act, 1990. All documents specified in this paragraph shall be incorporated herein by reference and made available by COUNTY to CONTRACTOR upon request.

2. Records Retention

All records pertinent to this Contract, including but not limited to, financial, statistical, property, and participant records, and supporting documentation, shall be retained by the CONTRACTOR for a period of five (5) years after final payment under this Contract, or until a final audit report is accepted by COUNTY. CONTRACTOR's performance, place of business, and records pertaining to this contract are subject to monitoring, inspection, review and audit by representatives of the COUNTY, State and Federal governments. If the CONTRACTOR is unable to retain the necessary records for the required period, the CONTRACTOR shall transfer such records to COUNTY. Such records shall be transmitted to COUNTY for acceptance in an orderly fashion with documents properly labeled and filed, and in an acceptable condition for storage.

3. Program Monitoring Requirements

CONTRACTOR shall establish and maintain internal management procedures for the effective administration of this Contract, including provision to:

- a. Monitor day-to-day operations.
- b. Periodically review the performance of the program in relation to program goals and objectives, and compliance with OMB Circular A- 102.
- c. Measure and evaluate the effectiveness and impact results in terms of participants, program activities, and the community.

4. Procurement Standards

CONTRACTOR shall comply with applicable COUNTY, state, and federal laws, and regulations governing the procurement of supplies, equipment, and other materials and services, and with requirements established by COUNTY, state, or U.S. Department of Labor for such procurements with contract funds. Each CONTRACTOR shall use its own procurement procedures which reflect applicable State and local laws and regulations, provided that the CONTRACTOR's procurement procedures also comply with the requirements of JTPA Regulations 627.420. Each CONTRACTOR shall have written procedures for procurement transactions. Each CONTRACTOR shall maintain records sufficient to detail the significant history of a procurement.

5. Property Management Requirements

CONTRACTOR shall comply with applicable requirements established by COUNTY, state or the U.S. Department of Labor governing the ownership, use, and disposition of JTPA equipment and other property.

a. Contractors that me governmental entities. Real property, equipment, supplies, and intangible property acquired or produced after July 1, 1993 by governmental entities with JTPA funds shall be governed by the definitions and property requirements in the Department of Labor (DOL) regulations at 29 CFR part 97.

- b. Contractors that are nongovernmental entities. Except as provided in paragraph (c) of this section, real and personal property, including intangible property, acquired or produced after July 1, 1993, by nongovernmental entities with JTPA funds shall be governed by the definitions and property management standards of OMB Circular A-110, as codified by administrative regulations of the Department of Labor.
- c. Special provisions for property acquired under contracts with commercial (private-for-profit) organizations.
 - (1) Scope. This paragraph (c) applies to real and personal property other than supplies that are acquired or produced after July 1, 1993, under a JTPA contract with a commercial organization.
 - (2) Property acquired by commercial organizations. Title to property acquired or produced by a CONTRACTOR that is a commercial organization shall vest in the COUNTY. Property so acquired or produced shall be considered to be acquired or produced by the COUNTY and paragraph (a) or (b) of this section, as appropriate shall apply to that property.
 - (3) Approval for acquisition. A CONTRACTOR that is a commercial organization shall not acquire property subject to this section without the prior approval of the COUNTY.

6. Availability of Records

CONTRACTOR shall keep and make available for inspection by authorized representatives of the COUNTY, the State of California, and the United States Government, the CONTRACTOR's regular business records and such additional records pertaining to this Contract as may be required by the COUNTY.

7. Conflicts of Interest

CONTRACTOR promises and attests that the CONTRACTOR and any members of its staff and governing body shall avoid any actual or potential conflicts of interest.

8. Participant Rights

CONTRACTOR shall advise all Welfare-to-Work 15% participants and prospective Welfare-to-Work 15% participants in its programs operated hereunder of the existence of COUNTY's grievance procedure and of their rights and responsibilities upon receiving CONTRACTOR's services under this Contract. The COUNTY shall provide work experience employees through the work site agreement, attached hereto and incorporated herein by reference, all of whom shall be hired by the COUNTY. The CONTRACTOR agrees also to utilize those procedures established by the COUNTY for resolving all issues related to the JTPA programs as described in 29 CFR Part 34.23; JTPA Regs. 627.500 through 627.504.

9. Confidentiality

CONTRACTOR agrees to comply and to require its officers, employees and agents to comply with all applicable COUNTY, State, or Federal statutes or regulations regarding confidentiality in the operation of JTPA and Welfare-to-Work funded programs.

10. Indemnification for damages, taxes and contributions.

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 15 and 17 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR's performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
- b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

11. Repayment of Funds

CONTRACTOR shall indemnify COUNTY fully and completely for any request of repayment of Welfare-to-Work 15% or CalWORKs funds made by the State of California or U.S. Department of Labor due to the CONTRACTOR'S performance under this contract. If any request for repayment of funds made by the State of California or U.S. Department of Labor is due to the COUNTY'S performance under this contract, then COUNTY shall hold CONTRACTOR harmless and shall be responsible for such refund.

12. 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 CONTRACTORS insurance coverage and shall not contribute to it.

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 CONTRACTOR has no employees and certifies to this fact by initialing here-.
- [2] CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, 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 shall not be required if vehicle use by

- CONTRACTOR is not a material part of performance of this contract 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 \$1,000,000.00 combined single limit, including coverage for: [a] bodily injury, [b] personal injury, and [c] broad form property damage. Such insurance coverage shall include, without limitation:
 - (a) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Contract;
 - (b) A cross-liability or severability of interest clause.
- [4] To the extent that a State Workers' Compensation law is applicable, Workers' Compensation benefits in accordance with such law shall be provided with respect to injuries suffered by JTPA participants. To the extent that such law is not applicable, CONTRACTOR shall secure adequate on-site medical and accident insurance that provides coverage for injuries suffered by participants.
- [5] Every officer, director, agent, or employee of CONTRACTOR who is authorized to act on behalf of CONTRACTOR for the purpose of receiving or depositing funds or issuing financial documents, checks, or other instruments of payments for cost hereunder shall provide a fidelity bond satisfactory to the Auditor-Controller to provide protection against loss up to \$100,000 or one-fourth the payment limit of this contract, whichever is the low-er amount.

13. Other Insurance Provisions

- If any insurance coverage required in this Contract 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 Contract (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 contain the following endorsement as a part of each policy: "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:

Gail Groves, County of Santa Cruz Human Resources Agency, 1000 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 Contract with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Gail Groves, County of Santa Cruz Human Resources Agency, 1000 Emeline Street, Santa Cruz, CA 95060.

14. Subcontract and Assignment

CONTRACTOR shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract or monies without the prior written consent of the HRA Administrator or designee.

15. Independent Contractor Status

The CONTRACTOR acknowledges its independent contractor status, and that this contract is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

16. Modifications and Amendments

This Contract shall only be modified or amended by a written document executed by the parties hereto.

17. Choice of Law and Personal Jurisdiction

This Contract is made in Santa Cruz County and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Contract shall be instituted and prosecuted in the courts of Santa Cruz County.

18. New or revised Federal and State Regulations

Should Federal or State regulations touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be amended as needed to assure conformance with such Federal or State requirements.

19. Termination

This Contract may be terminated in whole or in part for any of the following circumstances:

- a. Termination for Convenience Either the COUNTY or the CONTRACTOR may request a termination for convenience, upon thirty-day advance written notice thereof to the other, or canceled immediately by written mutual consent.
- b. Termination for Cause The COUNTY, upon written notice to the CONTRACTOR, may immediately terminate this Contract, or any separable part performance under this Contract, should the CONTRACTOR fail to perform properly any of its obligations hereunder.

c. Cessation or Reduction of Funding. [COUNTY] Notwithstanding Paragraph 19a. above, in the event that Federal, State or other non-COUNTY funding for this contract ceases or is reduced, the COUNTY may immediately terminate this Contract without prior written notice to the CONTRACTOR. This contract may also require programmatic and funding changes due to new or revised legislative action. Any such changes which are necessary shall be incorporated into the contract. All funding provided by this contract is contingent on the availability of Federal funds and continued Federal authorization for program activities and is subject to amendment or termination due to lack of funds or authorization. In addition, the COUNTY may suspend or reduce its payment obligation to the CONTRACTOR for non-compliance with the terms and conditions of the Contract.

20. Non-Discrimination

During and in relation to the performance of the contract, 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, pregnancy, gender, sex, sexual orientation, age (over 1 8), 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 Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees 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, pregnancy, gender, sex, sexual orientation, age (over 1 8), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
- (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

- (3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.
- (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 20B. to be inserted in all subcontracts for any work covered under this contract by a SUBCONTRACTOR compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- c. It will comply fully with the nondiscrimination and equal opportunity provisions of the Job Training Partnership Act of 1982, as amended, including the Nontraditional Employment for Women Act of 1.991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance. (29 CFR Part 34.20).

21. Notices

All notices provided for by this Contract shall be in writing. Notices to the COUNTY shall be addressed to the Human Resources Agency, CareerWorks, 1040 Emeline Street, Santa Cruz, CA 95060. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR's address designated herein.

22. Assurances

Subject to all other provisions of this Contract, CONTRACTOR assures and certifies that:

- a. It possesses legal authority to enter into this Contract; a resolution, motion, or similar action has been duly adopted or passed as an official act of the CONTRACTOR's governing body, authorizing the execution of this Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the authorized representative of the CONTRACTOR to execute this Contract.
- b. It will not permit programs or activities funded or otherwise financially assisted in whole or in part under this contract to involve political activities, or to assist, promote, or deter union organizing.
- c. It will not permit participants in programs funded under the terms of this contract to be employed on the construction, operation, or maintenance of so much of any facility which is used or to be used for religious instruction or as a place for religious worship.
- d. It will comply with applicable regulations of the U.S. Department of Labor regarding payment of prevailing wage rates to all laborers and mechanics employed by CONTRACTOR or any subCONTRACTOR in any construction, alteration, or repair, including painting and decorating, of buildings or works assisted under this Contract, in accordance with the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and will comply with the employment provisions set forth in 41 CFR 29-70.2 16-8(d), Subsections (1), (2), (3). and (4), which are incorporated herein by reference. CONTRACTOR will include substantially this assurance in every subcontract entered into under this Contract.

- e. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program under the Welfare-to-Work grants.
- f. No funds provided under this Act shall be used or proposed for use to encourage or induce the relocation, of an establishment or part thereof, that results in a loss of employment for any employee of such establishment at the original location.

23. Integrated Document

This Contract and attachments hereto embody the total agreement between the COUNTY and CONTRACTOR for the provision of employment training services. No verbal agreements or conversation with any officer, agent, or employee of the COUNTY concerning the terms or conditions of this contract shall affect or modify any of the terms or obligations contained in any document comprising this Contract. Any such verbal agreement shall be considered as unofficial information, and in no way binding upon the COUNTY.

24. Contract Disputes

The CONTRACTOR agrees to first use administrative processes and negotiation in attempting to resolve disputes arising from this Contract prior to resorting to any other allowable remedy. The CONTRACTOR shall continue performance of the Contract activities during such dispute and shall immediately submit written request for informal review and consultation to the CareerWORKs Division Director. Should the dispute not be resolved at this level within thirty (30) calendar days of such request, the Private Industry Council Evaluation Subcommittee shall review the disputed matter and, after consultation with the CareerWORKs Division Director and the CONTRACTOR, shall resolve same, and such decision shall be rendered in writing and become binding to all parties. Nothing in this paragraph shall imply that the CONTRACTOR is prevented from appealing such decision pursuant to federal Welfare-to-Work regulations.

25. Patent and Copyright Infringement

- a. The CONTRACTOR shall report to the COUNTY, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the CONTRACTOR has knowledge.
- b. The CONTRACTOR agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services expected to exceed \$25,000.

26. Reporting

CONTRACTOR shall complete State and COUNTY forms and reports including participant data, financial reporting and any contract progress or performance reports in accordance with COUNTY procedures and deadlines.

PART II

Financial Management Requirements

a. CONTRACTOR shall establish and maintain a financial management system that complies with federal and state requirements stipulated in JTPA Reg. 627.425 pertaining to standards for financial management. The financial management system shall provide fiscal control and accounting procedures sufficient to permit the preparation of required reports. The financial management system shall provide for the control of cash and other resources to ensure that obligation and expenditure of funds and the use of property will be in accordance with the terms of OMB Circulars A-102 and A-122...

The financial management system shall provide fiscal control and accounting procedures that:

- (1) Are in accordance with generally accepted accounting principles. Financial systems shall include:
 - (i) Information pertaining to contract awards, obligations, unobligated balances, assets, expenditures, and income;
 - (ii) Effective internal controls to safeguard assets and assure their proper use;
 - (iii) A comparison of actual expenditures with budgeted amounts for each contract:
 - (iv) Source documentation to support accounting records; and
 - (v) Proper charging of costs and cost allocation;

(2) Are sufficient to:

- (i) Permit preparation of required reports;
- (ii) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;

All components of the financial management system, including accounting, audit, cash management, internal controls, financial reporting, monitoring, recordkeeping, procurement and property management, shall be documented.

Contract Financial Provisions

1. Basis of Payment

a. It is the intent of the parties hereto that the total payment to the CONTRACTOR for all services provided for COUNTY under this Contract, except those that may be specified as cost reimbursement, shall be for achievement of performance measures that are specified under the Scope of Work attached hereto and incorporated herein by reference.

- b. In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with the line item Budget attached hereto and incorporated herein by reference.
- c. CONTRACTOR shall be permitted to make transfers within the category of Services and Supplies. Transfers between the categories of Salaries and Benefits and Services and Supplies, and transfers within Salaries and Benefits involving the number and salary of positions other than standard step raises, may be made only upon the prior written approval of the Human Resources Agency Administrator or designee. Such modifications shall not have the effect of increasing the total amount of Welfare-to-Work 15% and Cal WORKs funds specified on the Project Budget.
- d. All fixed assets purchased under this Contract shall be approved by County in advance, be procured in accordance with OMB Circular A-102 Procurement Standards, and become the property of the COUNTY.
- e. CONTRACTOR shall submit grant request/expenditure report forms as provided by COUNTY with copies of participant service authorization vouchers as provided by COUNTY attached for any payments under this Agreement.Grant request/expenditure report forms shall be submitted on a monthly basis.
- f. CONTRACTORS which are non-profit, community-based organizations granted tax-exempt status under Internal Revenue Code Section 501 may receive a one-time cash advance of up to one quarter of the total contract amount for expenses necessary under this Agreement. Prior to granting an advance, CONTRACTOR must submit a written request detailing the need for an advance, including a grant request/expenditure report form as provided by the COUNTY and evidence that contract activities cannot be carried out without the advance. Such evidence shall consist of a current balance sheet, cash flow statement, or other documentation which adequately supports the request. Advances must be approved in writing by the Human Resources Agency Administrator or designee. Each subsequent payment will be based on actual services.
- g. CONTRACTOR may receive an advance only if it provides a satisfactory fidelity bond in the amount of the advance requested naming the COUNTY as loss payee, an original certificate for which must be submitted to the COUNTY as part of the advance request.
- h. CONTRACTOR shall not use cash advances to provide working capital for non-COUNTY programs, and when possible such advance shall be deposited in interest-bearing accounts and the interest used to reduce program costs. Carry-over of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed.
- i. CONTRACTOR shall provide a final fiscal expenditures report for the final reporting period of the grant to the COUNTY within 45 days following the ending date of this

Agreement. CONTRACTOR must account for all interest on an advance and expenditures of such interest as part of this final fiscal report. All unused funds, including the unused portions of any advance or interest on any advance, shall be returned to the COUNTY at that time.

2. Payment Amounts

The COUNTY shall reimburse the CONTRACTOR for its actual, reasonable, necessary and allowable costs incurred for services, rendered under the term of this contract. Total authorized payments under this contact shall not exceed the total amount specified on the signature sheet of this Agreement during the term of contract and as set forth in the line item budget detail on the Budget Summary (Project Budget, attached hereto and incorporated herein by reference).

3. Payment Invoices

CONTRACTOR shall submit written invoices and supporting documents in the manner and form prescribed by COUNTY. CONTRACTOR shall submit said invoices for payment for services rendered no later than ten (10) days from the end of the month or report period in which said services are actually rendered or according to time frames specified in the expenditure schedule of this contract. Upon approval of said payment invoices by the CareerWORKs Director or designee, COUNTY will make payments.

4. Reporting In-Kind Contributions

CONTRACTOR shall submit fiscal claims and expenditure reports utilizing forms and instructions provided by the COUNTY. Information regarding all in-kind contributions made during the quarter must be included in the in-kind contribution (non-reimbursable) column of the quarterly claim.

5. Final Contract Closeout

Final claims for payment must be filed no later than one calendar month following the termination of this contract and in no event shall COUNTY be obligated to honor or otherwise be liable for claims for services provided after September 30, 2000.

6. Meeting Contract Goals

CONTRACTOR shall make a reasonable and good faith effort to meet or exceed the contract goals. If all payments under this contract are earned prior to the contract's end date, the CONTRACTOR shall nonetheless continue to devote full effort to providing services as outlined in the Scope of Work.

7. Payments

Payments shall be made for the performance of services and duties as. described in the Scope of Work and subject to all other provisions of this contract. COUNTY shall reimburse the CONTRACTOR for its actual, reasonable, necessary and allowable costs incurred for services rendered each quarter on a payment basis of net 30 days.

8. Right to Withhold

COUNTY has the right to withhold payment to the CONTRACTOR when, in the opinion of the COUNTY, as stated in writing to the CONTRACTOR, (a) the CONTRACTOR's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) the CONTRACTOR has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work, or records, (c) the CONTRACTOR has failed to sufficiently itemize, document or submit internally consistent demands for payment, (d) the CONTRACTOR has failed to submit timely payment invoices, (e) a final audit report identifies questioned costs or costs recommended for disallowance based on performance.

9. Records

CONTRACTOR shall maintain on file at the CONTRACTOR's principal place of business true, orderly and accurate records to support expenditures and in-kind contributions. The COUNTY shall sample these records as a monitoring function. If problems are detected in the sample, payments to the CONTRACTOR may be suspended until a full reconciliation is completed. Financial information reported must be taken directly or linked by worksheet to books of original entry and traceable to source documents. Documentation to support reimbursement requests shall consist of cancelled checks, invoices annotated with date paid, check number, payroll ledgers, and other evidence of cost.

10. Documentation

All supporting documentation shall be annotated with a Cost Plan line item reference. Documentation of costs which are allocable to more than one line item and/or which are only partially allocable to the project budget shall be annotated with amounts allocated to each source. Fiscal records must provide a clear audit trail.

11. Audits

CONTRACTORS receiving funding of \$300,000 or more will be responsible for the procurement and conduct of an audit conducted on an annual basis. The audit must be in accordance with the Single Audit Act of 1984, OMB Circular A-128 or A-133 and other applicable regulations and directives of the Federal and State government. The audit, including the Statement of Functional Expenses, shall report program outlays on an accrual basis. If the CONTRACTOR's accounting records are not normally kept on the accrual basis, the CONTRACTOR shall develop such accrual information through an analysis of the documentation on hand. For the purposes of audit materiality, the area of administrative expenditures shall be considered its own universe. When assessing both qualitative and quantitative materiality for administrative expenditures, on the financial statement and account balance level, materiality of errors or irregularities that may result from the misapplication of Generally Accepted Accounting Principles (GAAP), departures from fact, or omissions of necessary information shall be determined in comparison with administrative expenditures only, not total expenditures. Audits submitted that do not meet the aforementioned specifications will not meet the requirements of the Contract. In addition, the records of the CONTRACTOR may be audited by the COUNTY, State, or Federal Government offices.

12. Audit Exceptions

In addition to its obligation under Paragraph 11 (Audits), CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate COUNTY, State or Federal audit agencies occurring as a result of its performance of this Contract. CONTRACTOR also agrees to pay to the COUNTY the full amount of the COUNTY's liability, if any, to the State and/or Federal Government resulting from any audit exceptions, to the extent such are attributable to the CONTRACTOR's failure to perform properly any of its obligations under this Contract.

13. Deobligation [COUNTY]

The COUNTY may require an amendment to reduce the payment limits of this contract if it is determined by COUNTY that the CONTRACTOR need not or cannot expend the full amount of the payment limit herein, in order to fulfill its obligations hereunder. The decision to deobligate will be based upon review of programmatic achievement and the comparison of actual levels of expenditures to the expenditure schedules contained in the Quarterly Expenditure Plan incorporated herein. Amendments required under this provision are not subject to the conditions set forth in Section 16 of the General Provisions, such that the amendment need not be executed by the CONTRACTOR. The COUNTY shall notify the CONTRACTOR of such amendments.

PART III

Special Provisions for Welfare-to-Work Programs

CONTRACTOR shall establish and operate services under Department of Labor Welfare-to-Work legislation in accordance with the following special provisions:

1. Participant Eligibility Requirements

All persons selected and enrolled by CONTRACTOR as participants shall meet the eligibility requirements set forth under the Welfare-to-Work 15% grant. Eligibility determination and verification shall be the responsibility of COUNTY.

2. Selection and Enrollment of Participants

- a. COUNTY shall refer to CONTRACTOR persons certified as eligible and appropriate for services. Each participant thus authorized for services shall receive a Job Retention Services Voucher signed by HRA authorized staff, a copy of which must be received by CONTRACTOR prior to commencement of service delivery.
- b. CONTRACTOR shall provide COUNTY staff with written reasons for rejection of each referred person not accepted and enrolled into the services program.
- c. CONTRACTOR shall adhere to the priority mechanism established by COUNTY to serve individuals most in need.

3. Participation Recordkeeping

CONTRACTOR shall keep the following records on each participant's usage of services conducted hereunder as follows:

- a. Attendance/service usage of each participant and daily ridership records
- b. Job Retention Services Vouchers for each participant
- c. Referral of participants to COUNTY for needed supportive services, including transportation, child care, or other available and appropriate services. Referral shall be made to the person authorizing services on the Job Retention Services Voucher or Worksite Agreement.

4. Maintenance of Effort

CONTRACTOR assures that services provided and funds received under this Contract will not supplant existing services or funds allocated for the same purpose.

5. Attachments

The Scope of Work, Budget Summary, Quarterly Expenditures Plan and Worksite Agreement (if applicable) for this Contract shall be attached hereto and incorporated herein by this reference.

P 0

SIGNATURE PAGE

This Contract is approved by the parties hereto.

COUNTY OF SANTA CRUZ

HRA Administrator or designee/Date

APPROVED AS TO FORM:

asst. County Counsel

And Management 12-9-98

CONTRACTOR

Authorized Representative/Date

Terry Moriarty, J.D., Ph.D.

Typed Name/Title Executive Director

Santa Cruz Community Counseling Center,

Organization/Agency Name

195-A Harvey West Blvd., Santa Cruz, CA Organizational Address 95060

(831) 469-1700

Organizational Phone Number

23-7275290

Tax ID Number



PLANNED QUARTERLY EXPENDITURES

Welfare-to-Work 15% Grant Subcontract

Agency: Santa Cruz Community Counseling Center. Inc.

Program /Service: Al TO Counseling Center/EAP + Hotline

Please provide detailed breakdown of projected expenditures during the contract period.

COST CATEGORY	DEC 1998	MAR 1999	JUNE 1999	SEPT 1999	DEC 1999	MAR 2000	JUNE 2000	SEPT 2000
Administration Expenditures								
Program Expenditures		10,833	10,833	10,833	10,833	10,833	10,833	
CalWORKs Expenditures		3,611	3,611	3,611	3,611	3,611	3,611	
Total Expenditures		14,445	14,445	14,445	14,445	14,445	14,445	
Program Expenditure Component								
Community Service								
Work Experience								
Job Creation/Wage Subsidies								
On-the Job Training								
Readiness, Placement and Post-								
Employment Services								
Job Retention		14,445	14,445	14,445	14,445	14,445	14,445	
Support Services								
Other:								
Other:								
Other:								

scopwork.wpd

INITIALS:

CONTRACTOR/ COUNTY

BUDGET SUMMARY Welfare-to-Work 15% Grant Subcontract

Agency Santa Cruz Community Counseling Center.

Program /Set-vice: ALTO Counseling Center/EAP + Hotline

Please provide detailed breakdown of projected expenditures during the contract period.

EXPENSE ITEM	ADMIN	PROGRAM	CALWORKS	TOTALS	IN-KIND/MATCHING (for information only)
Staff Salaries		30,149	10,050	40,199	34,842
Staff Fringe Benefits		5,578	1,859	7,437	8.794
Staff Travel		540	180	720	486
Facilities & Communications		2,700	900	3,600	2,340
Consumable Supplies		527	176	702	510
Furniture & Equipment					
Use/Depreciation					
Purchase					
Lease					
Vehicle Operating & Maintenance					
Consumable Testing & Instructional Supplies					
Insurance		405	135	540	
Supportive Services		17,550	5,850	23,400	
Indirect Cost		6,652	2,217	8,869	
Other Operational Costs:		900	300	1,200	
TOTALS:		65,000	21,667	86,667	46.971

Administrative costs may not exceed 13%. Indirect costs may be applied to program.

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CONTRACTOR/ COUNTY



Program/Service: ALTO Counseling Center/CALWORKS EAP Program

Agency: Santa Cruz Community Counseling Center Program/Service: ALTO Counseling Center/CALWORKS EAP Program

Contractor shall achieve the following goals and accomplish the following objectives by performing the specific activities and the methods you will use to evaluate the results. Please indicate the number of service units to be provided, the number of participants your agency will be prepared to serve, and the outcome for the participants for each quarter of the contract period.

MEASURABLE OBJECTIVES & PERFORMANCE GOALS	IMPLEMENTATION ACTIVITIES	QUARTER ENDING DATE	METHOD OF EVALUATING PROCESS AND/OR OUTCOMES OF OBJECTIVES
To establish EAP procedures, materials, and staffing.	Develop, translate, and produce promotional materials. Develop participant orientation and supervisor training presentations and training manuals. Recruit and hire all assigned staff positions.	December 1998	Documentation of all materials produced will be available on-site.
To deliver 32 hours of participant orientation sessions and 32 hours of supervision training.	Execute subcontract agreements for childcare, financial counseling and legal consultation. Establish Hotline Services. Schedule times-location of EAP presentation with CALWORKS. Schedule EAP coordination meetings with CALWORKS.	March 1999 Hotline calls received.	Record of presentation dates, number of participants, staff hours, and number of client satisfaction surveys will be maintained on-site.

Agency: Santa Cruz Community Counseling; Center Program/Service: ALTO Counseling; Center/CALWORKS EAP Program

Contractor shall achieve the following goals and accomplish the following objectives by performing the specific activities and the methods you will use to evaluate the results. Please indicate the number of service units to be provided, the number of participants your agency will be prepared to serve, and the outcome for the participants for each quarter of the contract period.

MEASURABLE OBJECTIVES & PERFORMANCE GOALS	IMPLEMENTATION ACTIVITIES	QUARTER ENDING DATE	METHOD OF EVALUATING PROCESS AND/OR OUTCOMES OF OBJECTIVES
Deliver 108 staff hours of EAP assessments, treatment planning, and case management.	Schedule and provide EAP services to CALWORKS participants.	June 1999 Hotline calls received.	Record of presentation dates, number of participants, staff hours, and number of client satisfaction surveys will be
Deliver 60 staff hours of subcontracted referral services for childcare, financial counseling, and/or legal consultation.	Identify participants in need of childcare, financial counseling, and legal consultation, and refer to appropriate subcontractors.		maintained on-site.
Deliver 28 staff hours of participant orientation, and supervision training.	Follow-up with CALWORKS participants to insure contact with referral services.		
	Schedule times/locations of EAP presentation with CALWORKS.		
	Schedule quarterly EAP coordination meeting with CALWORKS.		



Agency: Santa Cruz Community Counseling Center

Program/Service: ALTO Counseling Center/CALWORKS EAP Program

Contractor shall achieve the following goals and accomplish the following objectives by performing the specific activities and the methods you will use to evaluate the results. Please indicate the number of service units to be provided, the number of participants your agency will be prepared to serve, and the outcome for the participants for each quarter of the contract period.

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Agency: Santa Cruz Community Counseling Center

Program/Service: ALTO Counseling Center/CALWORKS EAP Program

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Agency: Santa Cruz Community Counseling Center Program/Service: ALTO Counseling Center/CALWORKS EAP Program
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Agency: Santa Cruz Community Counseling Center

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FROM: TO: Board of Supervisors Human Resources Agency **County Administrative Officer County Counsel Auditor-Controller** The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same. Human Resources Agency 1. Said agreement is between the _____ Food & Nutrition Services, Inc., 236 Santa Cruz Ave., Aptos, CA 95003 (Name & Address) Connections Shuttle Service for CalWORKS participants and 2. The agreement will provide ____ their children when they cannot take the bus. 3. The agreement is needed.- to implement a decision of the Board of Supervisors. January 1, **1999** 4. Period of the agreement is from ___ 5. Anticipated cost is \$ ______140,842 _____ (Кіжефажайы жылық жағе; Not to exceed) New agreement, Governor's 15% grant & C-W: Contract Term: 1/1/99 - 6/30/00. Contract amount: \$312,718 W-9 on file. Contact: Gail. Groves, ext. 4036. -5224-**5224-6K** 5665 (Subobject) **-** \$ 19,350 392100 - \$121,492 (Index#) 7. Appropriations are budgeted in _ NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74 Appropriations are available and have been encumbered. Contract No. CO 81774 Date 1/13 For 396000/5224 Pending Approval GARY A. KNUTSON, Auditor - Controller Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Human Resources Agency, Administrator to execute the same on behalf of the Human Resources Agency __ (Agency). Remarks: Agreement approved as to form. Date Distribution: Bd. of Supv. - White State of California Auditor-Controller - Blue County Counsel - dom.m. • County of Santa Cruz Co. Admin. Officer - Canary ____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, Auditor-Controller - Pink State of California, do hereby certify that the foregoing request for approval of agreement was approved by Originoting Dept. - Goldenrod said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered rejected. in the minutes of said Board on County Administrative Officer By ______- - Deputy Clerk _____19--

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

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TO: Board of Supervi sors County Administrative Officer County Counsel Auditor-Controller	FROM: Human Resources Agency (Dept. William William (Signoture) 1/11/99 (Date
The Board of Supervisors is hereby requested	o approve the attached agreement and authorize the execution of the same.
?.The agreement will provideadminis	n Resources Agency Ol Soquel Ave., Suite E, Santa Cruz, CA 95062 (Name & Address ration of a work related emergency payment fund from ent.
3. The agreement is needed, to imple	ent 2decision of the Board of Supervisors.
5. Anticipated cost is \$10,795	January 1, 1999 to <u>June 30, 1999</u> (医疾疫性治療療療療療療療療療療療療療療療療療療療療療療療療療療療療療療療療療療療療
	rnor's 15% grant. Contract term: 1/1/99 - 6/30/00. Gail Groves, ext. 4036. Contract amount: \$57,500.
7. Appropriations are budgeted in	(Index#) 5250 (Subobject RIATIARNIS NSILEFICIENT_AITACH_COMPLETEID RM AUD-74 Cencumbered. Contract No. 208776 Date ///3/99
Proposal reviewed and approved. It is recomme Human Resources Agency, Administration Remarks:	ended that the Board of Supervisors approve the agreement and authorize the trator to execute the same on behalf of the Human Resources Agency (Agency). County Administrative Officer
County Counsel • Green • County Counsel • Green • Co. Admin. Officer • Canary Auditor-Controller • Pink Originating Dept. • Goldenrod Stat said	of California) by of Santa Cruz) ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, of California, do hereby certify that the foregoing request for approval of agreement was approved by Board of Supervisors as recommended by the County Administrative Officer by an order duly entered a minutes of said Board on County Administrative Officer

ADM - 29 (6/95)