



# County of Santa Cruz

269

## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 4544045

FAX: (408) 454-4842

June 7, 1999

AGENDA: June 22, 1999

### BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

### APPROVAL OF AGREEMENTS FOR CHILD WELFARE AND ADULT PROTECTIVE SERVICES

Dear Members of the Board:

The purpose of this letter is to request your Board's approval of agreements with the Parents Center, Inc. to provide contracted services for the Human Resources Agency's Child Welfare and Adult Protective Services programs in FY 99/00. The following agreements require your Board's approval at this time. Funding for these agreements is included in HRA's proposed budget for FY 99/00.

**Title IV-E Child Welfare Services.** Under this agreement, the Parents Center provides counseling, parenting classes, and after-hours hotline services for prevention and treatment of child abuse and neglect. This contract is specifically for the provision of services to families that are currently involved with the Child Welfare system. In FY 98/99, HRA contracted with the Parents Center for Title IV-E child welfare services in the amount of \$140,000. The FY 98/99 contract contains a provision permitting a one-year extension of the contract to provide services in FY 99/00. By mutual agreement with the contractor, HRA is now seeking your Board's approval of the attached contract amendment, which extends the contract through June 30, 2000 and provides \$140,000 for services to be provided in FY 99/00. Funding for this contract is provided through HRA's annual Child Welfare Services allocation from the State Department of Social Services.

**AB 2994 Child Abuse Prevention Services.** Under this contract, the Parents Center provides additional counseling and parenting classes focused on the prevention of child abuse and neglect. These services may be provided to families who are not currently involved with the Child Welfare System, but are considered to be at risk of child abuse or neglect. The amount of this contract is \$27,320 annually. At this time, HRA is seeking to renew the AB 2994 contract with the Parents Center to provide services in FY 99/00. Funding for this contract is provided from Children's Trust Fund collection of birth certificate fees.

## BOARD OF SUPERVISORS

Agenda: June 22, 1999

Approval of Agreements for Child Welfare and Adult Protective Services

**Adult Protective Services After-Hours Hotline.** As you may recall, under SB 2199, Counties were mandated to begin implementing enhanced Adult Protective Services (APS) activities on May 1, 1999. As part of this effort, on April 27, 1999 your Board approved a new contract with the Parents Center to provide after-hours hotline services for the reporting of adult abuse and neglect. For purposes of efficiency, the APS after-hours hotline is combined with the child abuse hotline already operated by the Parents Center under the Title IV-E contract. In order to provide APS after-hours hotline services in FY 99/00, at this time it is necessary to approve the attached agreement with the Parents Center in the amount of \$5,000. It is anticipated that funding for this contract will continue to be provided through HRA's annual APS allocation from the State.

IT IS THEREFORE RECOMMENDED that your Board approve the agreements with the Parents Center to provide Title IV-E Child Welfare Services (\$140,000), AB 2994 child abuse prevention services (\$27,320), and Adult Protective Services after-hours hotline services (\$5,000), and authorize the Human Resources Agency Administrator to sign the agreements, contingent upon the approval of HRA's recommended FY 1999/2000 budget.


Very truly yours,



CECILIA ESPINOLA  
Administrator

CE/JY/n:\hra\board\conapprv.doc)

RECOMMENDED



Susan A. Mauriello  
County Administrative Officer

## Attachments

cc: County Administrative Officer  
Auditor Controller  
County Counsel  
Parents Center

(271)

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Human Resources Agency (Dept.)  
[Signature] (Signature) 6/4/99 (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, Parents Center - 530 Soquel Ave., Santa Cruz, CA 95062 (Name & Address)
2. The agreement will provide the following mandatory Child Welfare Services: Family  
Care Workers Program; Specialized Counseling Program; and after-hours Protective  
Services Hotline.
3. The agreement is needed because the County does not have the staff to provide these  
services.
4. Period of the agreement is from July 1, 1999 to June 30, 2000
5. Anticipated cost is \$ 140,000 (~~Fixed amount; Monthly rate; Not to exceed~~)
6. Remarks: Amendment #1 extending Term to 6/30/00  
W-9 is on file. Contact Judy Yoke1,X4062
7. Appropriations are budgeted in 392100 (Index#) 4080 (Subject)

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

Appropriations are available and have been encumbered. \* Contract No. 80962 A Date 6/9/99  
\* SUBJECT TO APPROVAL OF 1999-2000 BUDGET  
GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Lihn Deputy.

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

Remarks: [Signature] (Analyst) BY [Signature] County Administrative Officer Date 6/10/99  
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 \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_ By \_\_\_\_\_ Deputy Clerk

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AMENDMENT #1 TO INDEPENDENT CONTRACTOR AGREEMENT #80962  
TITLE IVE CHILD WELFARE SERVICES

The County of Santa Cruz, by and through the Human Resources Agency, hereinafter referred to as "COUNTY" and Parents Center, Inc., hereinafter referred to as "CONTRACTOR" hereby amend contract number 80962 which originally provided services from July 1, 1998 through June 30, 1999. The purpose of this amendment is to renew the Agreement for an additional term of one year to provide services through June 30, 2000, and to increase the amount of the contract by \$140,000 in order to provide funds for the period from July 1, 1999 through June 30, 2000. All other provisions of said contract shall remain the same.

(A) Paragraph 2 is amended to read:

2. TERM OF AGREEMENT: This Agreement shall become effective as of July 1, 1998, and shall continue in effect through June 30, 2000, unless sooner terminated in accordance with paragraph 19.

(B) Paragraph 3A is amended to read:

3. BASIS OF PAYMENT:

- A. In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with Exhibit "A" (Budget), incorporated herein by reference, to be submitted by CONTRACTOR to COUNTY prior to the release of any payments under this Agreement. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this Agreement exceed the sum of \$140,000 for the period of July 1, 1998 through June 30, 1999, and \$140,000 for the period of July 1, 1999 through June 30, 2000, for a total two-year contract amount not to exceed \$280,000.

Initials: CF / CEM  
CONTRACTOR/COUNTY

SIGNATURE PAGE

COUNTY OF SANTA CRUZ

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Human Resources Agency Administrator

CONTRACTOR

DATED: 6/2/99

By: Carol Frankl  
CONTRACTOR's Authorized Representative  
Carol Frankl, Executive Director  
Typed Name/Title  
Parents Center  
Organization  
530 Soquel Avenue  
Address  
Santa Cruz, CA 95062  
City State Zip  
426-7322  
Phone  
94-2300871  
Tax ID #

APPROVED AS TO FORM:

Joe M. Scott  
Assistant County Counsel

Distribution: Human Resources Agency  
County Administrative Office  
County Counsel  
Auditor-Controller  
Contractor

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HRA COUNTY OF SANTA CRUZ

Agency: PARENTS CENTER

HRA TITLE IVE BUDGET	Specialized Counseling FY 99-00	Family Care Worker FY 99-00	Protective Services Hotline FY 99-00	Total Proposed HRA IVE Program Budget FY 99-00
SALARIES/BENEFITS				
Basic Account Codes				
7000 Salaries Total	\$67,220	\$10,400	\$3,646	\$81,266
7100 Employee Health/Retireme	7200	2900	700	\$10,800
7200 Payroll Taxes	7300	1109	360	\$8,769
				\$0
<b>TOTAL SALARIES/BENEFITS:</b>	<b>\$81,720</b>	<b>\$14,409</b>	<b>\$4,706</b>	<b>\$100,835</b>
				\$0
<b>SERVICES/SUPPLIES</b>				\$0
8000 Professional Fees: Audit	1200	400	200	\$1,800
8010 Indep. Prof. Consultants	3600			\$3,600
8100 Supplies	2400	600		\$3,000
8200 Telephone	1580	1200	3800	\$6,580
8300 Postage & Shipping	300	300	300	\$900
8400 Occupancy Total	12000	1200		\$13,200
8500 Rent/Maintenance of Equip	1200	0	480	\$1,680
8600 Printing & Publications	600	600	1200	\$2,400
8700 Travel & Transportation	1000	1200		\$2,200
8800 Conferences/Meetings	805	300		\$1,105
8900 Assistance to Individ.	0	0		\$0
9000 Membership dues	0	0		\$0
9100 Awards and Grants	0	0		\$0
9200 Interest Expense	0	0		\$0
9300 Insurance/Bond	2000	600	100	\$2,700
9400 Miscellaneous	0	0		\$0
9600 Dist. of Program Costs	0	0		\$0
9691 Payment/Affiliated Orgs.	0	0		\$0
				\$0
<b>TOTAL SERVICES/SUPPLIES:</b>	<b>\$26,685</b>	<b>\$6,400</b>	<b>\$6,080</b>	<b>\$39,165</b>
<b>GRAND TOTAL EXPENSES:</b>	<b>\$108,405</b>	<b>\$20,809</b>	<b>\$10,786</b>	<b>\$140,000</b>

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

( 275

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

FROM: Human Resource Agency (Dept.)  
[Signature] (Signature) 6/4/99 (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 Human Resources Agency (Agency)  
and, Parents Center, 530 Soquei Ave., Santa Cruz, CA 95062 (Name & Address)
2. The agreement will provide individual, family and group counseling; parenting classes  
to prevent and treat child abuse.
3. The agreement is needed to provide child abuse prevention activities per AB2994
4. Period of the agreement is from 7/1/99 to 6/30/00
5. Anticipated cost is \$ 27,320 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contact Judy Yoke 1 X4062; W-9 on file
7. Appropriations are budgeted in 392400 (Index#) 5210 (Subobj ect)

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

Appropriations are available and have been encumbered. \* Contract No. 90562 Date 6/9/99  
are not will be

\* SUBJECT TO APPROVAL OF THE 1999-2000 BUDGET GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Simon 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: \_\_\_\_\_ (Agency).

By [Signature] (Analyst)

County Administrative Officer

By [Signature] Date 6/10/99

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 \_\_\_\_\_

By \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ Deputy Clerk

## CONTRACT NO. 90562

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1 st day of July 1999 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and PARENTS CENTER, hereinafter called CONTRACTOR. The parties agree as follows:

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

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

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

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

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

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



CONTRACTOR agrees to comply with any Federal or State audit requirements that may be applicable.

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

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

A. In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with Exhibit "B" ("Budget"), incorporated herein by reference, to be submitted by CONTRACTOR to COUNTY prior to the release of any payments under this Agreement. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this Agreement exceed the sum of \$27,320 for the period of July 1, 1999 through June 30, 2000.

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

C.

3. **TERM.** This Agreement shall become effective as of July 1, 1999 and shall continue in effect through June 30, 2000, unless sooner terminated in accordance with paragraph 19.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

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

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by 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 CF / CEM

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: Analyst, Adult, Family & Children's Services, 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:

Analyst, Adult, Family & Children's Services  
Human Resources Agency  
1400 Emeline Avenue  
Santa Cruz, CA 95060

7. EOUAL 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, pregnancy, gender, sexual orientation, 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, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.

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

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

(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. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job

rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

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

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

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

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

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

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

13. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit A: Program Responsibilities and Functions

Exhibit B: Budget (to be submitted by CONTRACTOR prior to release of any payments)

Initials: CR/CEm  
CONTRACTOR/COUNTY

14. SIGNATURES. 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: Carol Frankel

Agency: Parents Center  
Address: 530 Soquel Avenue  
Santa Cruz, CA 95062  
Telephone: 426-7322  
Tax ID#: 94-230087 1

APPROVED AS TO INSURANCE:

By: [Signature]  
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott  
Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor

N:\cpsadmin\agreement\AB2994.con

# EXHIBIT A - PROGRAM RESPONSIBILITIES AND FUNCTIONS – FY 99/00

Contractor: PARENTS CENTER INC.

Program: AB2994

Goal: TO PREVENT AND TREAT CHILD ABUSE IN SANTA CRUZ COUNTY

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING PROCESS AND /OR OUTCOME OF OBJECTIVES(S)
OBJECTIVE A: TO PROVIDE 360 HOURS OF INDIVIDUAL AND FAMILY COUNSELING	A. MAINTAIN PROFESSIONAL COUNSELING STAFF	7-1-99 TO 6-30-00	TRACK COUNSELING HOURS THROUGH WEEKLY COUNSELOR STATISTICS
TO PROVIDE 200 HOURS OF GROUP COUNSELING	A. CENTERS TO BE OPEN 9AM TO 5PM MON-FRIDAY AND MON-THURS EVENINGS	7-1-99 TO 6-30-00	TRACK INTAKE OF UNDUPLICATED CLIENTS
TO PROVIDE 5 PARENTING CLASSES	A. MAINTAIN CULTURALLY COMPETENT SERVICES	7-1-99 TO 6-30-00	PROVIDE QUARTERLY REPORTS TO HRA
OBJECTIVE B: TO PROVIDE COUNSELING AND CLASSES TO 130 UNDUPLICATED CLIENTS	B. OUTREACH TO AND NETWORK WITH ALL APPROPRIATE REFERRAL SOURCES	7-1-99 TO 6-30-00	TRACK INTAKE OF LATINOS AND OTHER ETHNIC GROUPS BY VOLUNTARY SELF REPORT ON INTAKE FORM
OBJECTIVE C: TO PROVIDE CHILD ABUSE PREVENTION THROUGH RESPITE CHILD CARE TOTALING 24 HOURS PER WEEK	C. SUBCONTRACT WITH CHILD CARE CENTERS	7-1-99 TO 6-30-00	TRACK ATTENDANCE OF CHILDREN AT CHILDCARE
OBJECTIVE D: TO PROVIDE COUNTY WIDE BI-LINGUAL PARENTAL STRESS CRISIS LINE	TRAIN STAFF AND VOLUNTEER FOR CRISIS LINE	7-1-99 TO 6-30-00	TRACK HOTLINE CALLS

Initials: JP / CEM  
CONTRACTOR/COUNTY

n:\cpsadmin\agreement\ab2994ex WORD jf

Agency: PARENTS CENTER

Program: COUNSELING

0284

Total  
Approved  
County  
Budget  
FY :99/00

Basic Account Codes:

SALARIES/BENEFITS				
7000 Salaries Total				13182
7100 Employee Health/Retirement				
7200 Payroll Taxes				1338
<b>TOTAL SALARIES/BENEFITS:</b>				<b>14520</b>
SERVICES/SUPPLIES				
8000 Professional Fees: Audit				
8010 Indep. Prof. Consultants <sup>3</sup>				2600 3
8100 Supplies				2400
8200 Telephone				1200
8300 Postage & Shipping				
8400 Occupancy Total				2100
8500 Rent/Maintenance of Equip.				
8600 Printing & Publications				
8700 Travel & Transportation				600
8800 Conferences/Meetings				600
8900 Assistance to Individ.				
9000 Membership Dues				
9100 Awards and Grants				
9200 Interest Expense				
9300 Insurance/Bond				900
9400 Miscellaneous <sup>4</sup>				4
9600 Dist. of Program Costs				
9691 Payment/Affiliated Orgs.				2400
<b>TOTAL SERVICES/SUPPLIES:</b>				<b>12800</b>
<b>GRAND TOTAL EXPENSES:</b>				<b>27320</b>

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, Second Edition 1989.



COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

000285

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

FROM:

Human Resources Agency D e p t . )

[Signature] (Signature) 6/4/99 Date )

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

- Said agreement is between the Human Resources Agency (Agency)  
and Partents Center, 530 Soquel Ave., Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide Adult services after-hours hotline
- The agreement is needed to implement mandated adult abuse reporting
- Period of the agreement is from 7/1/99 to 6/30/00
- Anticipated cost is \$ 5,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: W-9 on file, Contact Judy Yoke1 X4062
- Appropriations are budgeted in 392100 (Index#) 3975 (Subj ect)

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

Appropriations are available and have been encumbered. \* Contract No. C091823 Date 6/9/99

\* SUBJECT TO APPROVAL OF 1999-2000  
BUDGET

GARY A. KNUTSON, Auditor - Controller

By [Signature] Deputy.

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

(Agency).

County Administrative Officer

Remarks:

[Signature] (Analyst)

By [Signature] D o t e 6/10/99

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.

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

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AGREEMENT FOR ADULT PROTECTIVE SERVICES AFTER-HOURS HOTLINE

1. PARTIES TO AGREEMENT: The SANTA CRUZ COUNTY Human Resources Agency, hereinafter referred to as "COUNTY", and PARENTS CENTER, hereinafter referred to as "CONTRACTOR", hereby agree as follows:
  
2. TERM OF AGREEMENT: This Agreement shall become effective as of July 1, 1999, and shall continue in effect through June 30, 2000, unless sooner terminated in accordance with paragraph 19.
  
3. BASIS OF PAYMENT:
  - A. In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with Exhibit "A" (Budget), incorporated herein by reference, to be submitted by CONTRACTOR to COUNTY prior to the release of any payments under this Agreement. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this Agreement exceed the sum of \$5,000 for the period of July 1, 1999 through June 30, 2000.
  
  - B. CONTRACTOR shall submit grant request/expenditure report forms as provided by the COUNTY for any payments made under this Agreement.
  
4. DUTIES AND RESPONSIBILITIES:
  - A. CONTRACTOR shall provide the services described in Exhibit "B" ("Program Functions and Responsibilities") attached hereto, during the term of this Agreement.
  
  - B. CONTRACTOR shall submit evidence of incorporation by the State of California to the COUNTY in order for payments to be made to CONTRACTOR. Paymentsto CONTRACTOR will not be made if articles of incorporation and a valid tax ID number have not been submitted.
  
  - C. CONTRACTOR shall submit reports to COUNTY on activities as specified in Exhibit "B" ("Program Functions and Responsibilities") and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved program under this Agreement, expenditure of funds, and any difficulties in meeting program objectives. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date. In addition, CONTRACTOR shall send notices of meetings and copies of the minutes of its Board of Directors and any reports submitted thereto to the Board of Supervisors and the Human Resources Agency. The timely submission of all reports, agendas and minutes is a necessary and material term and condition of

this Agreement. COUNTY may stop payments under this contract when monthly reports have not been submitted to COUNTY by CONTRACTOR within thirty (30) days following the end of a month.

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

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

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

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

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the 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).

8. INSURANCE: CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be

primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

A. 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, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here   /  .

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

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

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

Initials:   /  CEM    
CONTRACTOR/COUNTY

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

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

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

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

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

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

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

9. NON-DISCRIMINATION PROVISIONS:

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

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

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

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

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

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

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

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

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

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

12. COMPLIANCE WITH APPLICABLE LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the federal, state and county governments in operating these programs, including the Americans with Disabilities Act.

13. SUBCONTRACT AND ASSIGNMENT OF CONTRACT:

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

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

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

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

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

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

16. INDEPENDENT CONTRACTOR STATUS: CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY.

CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

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

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

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

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

18. AVAILABLE FUNDS: This Agreement is valid and enforceable only if sufficient funds are available to the COUNTY for fiscal year 1999/2000 for the purposes of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted either by state, federal, or COUNTY statutes which may affect the provisions, terms or funding of this contract in any manner.

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

20. ATTACHMENTS: This Agreement includes the following attachments:  
Exhibit A: Budget (to be submitted by CONTRACTOR prior to release of any payments)  
Exhibit B: Program Functions and Responsibilities

Initials: J / CEM  
CONTRACTOR/COUNTY



SIGNATURES

COUNTY OF SANTA CRUZ

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Human Resources Agency Administrator

CONTRACTOR

DATED: 6/2/99By: Carol Frankl

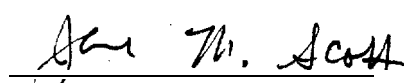
CONTRACTOR's Auth. Representative

Carol Frankl, Executive Director  
Typed Name/TitleParents Center  
Organization530 Soquel Ave.  
AddressSanta Cruz, CA 95060  
City State Zip(408) 426-7322  
PhoneTAX ID # 94-2300871

APPROVED AS TO INSURANCE:

  
Risk Management

APPROVED AS TO FORM:

  
Assistant County CounselDistribution: Auditor-Controller  
Contractor

**EXHIBIT A--BUDGET**

Answering Service	<b>\$3,000</b>
Telephone Expenses	<b>\$2,000</b>
<b>TOTAL</b>	<b>\$5,000</b>

**EXHIBIT B**  
**PROGRAM FUNCTIONS AND RESPONSIBILITIES**

ADULT PROTECTIVE SERVICES AFTER-HOURS HOTLINE

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

1. CONTRACTOR will provide personnel and equipment necessary to operate an Adult Protective Services After-Hours Hotline service from 5:00 p.m. to 8:00 a.m. Monday through Friday, weekends from 5:00 p.m. to 8:00 a.m., and all County observed holidays. The service will be available toll free to all residents of Santa Cruz County. The CONTRACTOR will provide immediate screening and, where appropriate, referral to HRA as well as telephone counseling to prevent abuse, neglect, or exploitation of elderly and dependent adults.

CONTRACTOR will provide training in Adult Protective Services issues to all hotline staff. HRA will assist in the training as necessary and appropriate.

2. CONTRACTOR will provide monthly reports to HRA which identify the number of hotline calls reporting adult abuse, neglect or exploitation, as well as the number of referrals made to HRA.

3. CONTRACTOR will comply with the most current version of the Santa Cruz County "Standards of Accessibility for Latino Services" as provided by HRA.

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