



County of Santa Cruz

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 4544130 OR 454-4045 FAX: (408) 4544642

August 3, 1999

Agenda: August 17, 1999

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

APPROVAL OF AGREEMENTS FOR ANSWERS BENEFITING CHILDREN PROGRAM

Dear Members of the Board:

During budget hearings the Human Resources Agency (HRA) reported to your Board on the status of the Answers Benefiting Children (ABC) grant award from the Office of Child Abuse Prevention (OCAP) and the Governor's Office of Criminal Justice Planning (OCJP). Your Board directed HRA to return on August 3, 1999 with contract recommendations for implementation of the program. This item was deferred to your August 17, 1999 agenda. The purpose of this letter is to request your Board's approval of agreements with Santa Cruz Community Counseling Center, Food and Nutrition Services, Inc. and the Parents Center. Funding for these agreements is included in HRA's FY 1999/2000 budget.

Background

As you will recall, as a result of a statewide competition, Santa Cruz County was one of nine non-rural counties awarded a total of \$575,000 in ABC grant funds for a two-year period beginning July 1, 1999. These funds are matched by a mix of state, federal and local cash and in-kind resources which will provide integrated services for the prevention and treatment of child abuse and neglect: The Santa Cruz County ABC design, which targets families in south County, was developed by a planning collaborative with representation from the Children's Network, the Watsonville Healthy Families Collaborative, the Family Resource Center Network and local government. Core elements of ABC include family support home visiting services to families with children under the age of six and victim assistance treatment services for children up to 18 years old. Under the terms of the grant, services are to be anchored in a Family Resource Center and provided through the non-profit sector, with the County HRA serving as the prime grantee and fiscal agent. In addition to piloting the ABC project in south County, the state grant includes a long-term planning component aimed at developing a countywide ABC initiative. A copy of

BOARD OF SUPERVISORS

2

Agenda: August 17, 1999**Approval of ABC Agreements**

the ABC proposal, which includes a full description of the project, was provided to your Board in March and is on file with the Clerk of the Board. Ongoing governance of the ABC project will be structured under the umbrella of the Santa Cruz County Children's Network with representation from the initial ABC planning collaborative, consumers, parents and other interested community members.

The following is a summary of contract recommendations. Copies of these contracts are on file with the Clerk of the Board.

Santa Cruz Community Counseling Center-Low-Term Planning & Great Beginnings Components

HRA is recommending approval of a two year agreement with Santa Cruz Community Counseling Center (SCCCC) for the period July 1, 1999 through June 30, 2001. A total of \$225,174 is appropriated for the first year of the agreement. SCCCC will have lead agency responsibility for overall project coordination, implementation of the Long-Term Planning component and implementation of the *Great Beginnings* component of ABC.

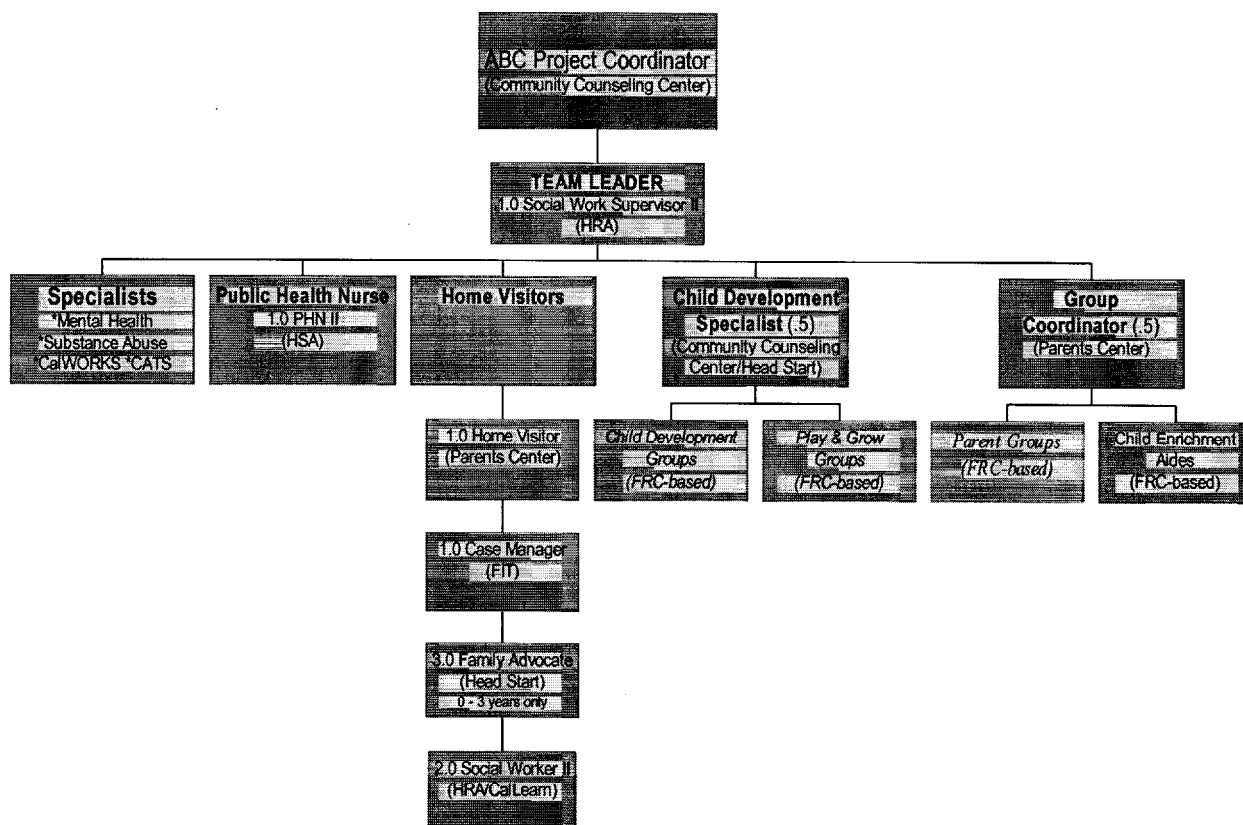
As discussed in previous reports to your Board, *Great Beginnings* is based on the highly successful California Safe and Healthy Families (CalSAHF) model first piloted in San Diego. The model consists of family support home visiting services for families with children under the age of 6 provided by a multi-disciplinary team of home visitors, a nurse, a child development specialist, group coordinator, and other team members with special expertise in areas such as substance abuse and mental health. Features of the model include: intensive home visiting; center-based services to include weekly parent and child education/development classes and support groups; intensive staff training and supervision for home visitors and other team members; and small caseloads of no more than 25 families for each home visitor. As part of the state support to ABC, OCAP will provide training in the CalSAHF model to all team members.

As lead agency, SCCCC will have overall responsibility for program implementation, including overseeing subcontracts with other non-profit agencies providing *Great Beginnings* services (Families in Transition, Parents Center and Family Health Education Center) under the grant. In addition, SCCCC will coordinate *Great Beginnings* staffing contributed from the County Health and Human Resources agencies, as well as other non-profits as part of the collaborative model. The following diagram, which was included in previous reports to your Board, illustrates the collaborative structure of the *Great Beginnings* component of ABC.

BOARD OF SUPERVISORS
Agenda: August 17, 1999
Approval of ABC Agreements

3

*ABC Great Beginnings Component
 (Family Support Home Visiting with Center-Based Activities)*



Parents Center-Child Abuse Treatment Services (CATS) Component

The one year agreement with Parents Center in the amount of \$199,965 will implement the Child Abuse Treatment Services (CATS) component of ABC for the period July 1, 1999 – June 30, 2000. This component is funded through the Office of Criminal Justice Planning and provides for a range of clinical and advocacy services to child victims of abuse and neglect up to age 18 years and their non-offending family members. Services will be located on site at the Watsonville Family Resource Center and will be integrated with other components of ABC. Parents Center will be responsible for coordination of the CATS component and for providing bilingual clinicians to work directly with children and families. In addition, as part of the collaborative design, Parents Center will administer a subcontract with Defensa de Mujeres who will provide a bilingual Child and Youth Specialist for CATS. The array of CATS services under this agreement include information and referral; therapeutic services (crisis counseling, individual, play and group therapy); self-help groups/education-skills classes; assistance in filing crime victim compensation; and criminal justice support and advocacy.

BOARD OF SUPERVISORS

4

Agenda: August 17, 1999**Approval of ABC Agreements****Food and Nutrition Services, Inc.—Family Resource Center Component**

HRA is recommending approval of a two year agreement with Food and Nutrition Services, Inc. (FNS) for the period July 1, 1999 through June 30, 2001. A total of \$51,953 is appropriated for the first year to provide administrative support, as well as coordination of ABC facilities and lease agreements at the newly developing Family Resource Center in the La Manzana office complex in Watsonville. FNS currently operates two programs at the La Manzana site (Adelante and the Women, Infant and Children/WIC program) and is an active member of the ABC collaborative and the Family Resource Center Network. It is a goal of ABC to participate in the development of a full service Family Resource Center by providing collaborative support and by co-locating the Great Beginnings and CATS components of ABC at the center. In addition to funding related to site coordination, the FNS agreement includes \$10,763 in federal FPSP funding to implement a Family Leadership Festival in September in collaboration with the Family Resource Center Network. The festival event will provide an opportunity to introduce families to the ABC program and the Family Resource Center at La Manzana, and will be a forum for engaging families in the planning and governance of this initiative.

IT IS THEREFORE RECOMMENDED that your Board approve the agreements with Santa Cruz Community Counseling Center (\$225,174); Parents Center (\$199,965); and Food and Nutrition Services, Inc. (\$51,953) to implement the Answers Benefiting Children program.

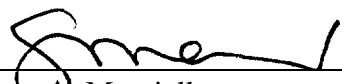
Very truly yours,

Cecilia Espinola (st)

CECILIA ESPINOLA
Administrator

CE/MS\\n:\hra\board\ABCcontracts-ltr.wpd

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
County Counsel
Auditor-Controller
Contractors

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

001 9 3

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

FROM: Human Resources Agency (Dept.)
Eileen Shaw (Signature) 8/3/99 (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 County of Santa Cruz Human Resources Agency (Agency)
and Santa Cruz Community Counseling Center, 195 Harvey West Blvd., Santa Cruz (Name & Address)
- The agreement will provide project coordination and direct services to families and children to
implement the Answers Benefiting Children Project
- The agreement is needed to implement the OCAP portion of the ABC project
- Period of the agreement is from 7/1/99 to 6/30/00
- Anticipated cost is \$ 225,174 (~~Fixed amount~~; Monthly rate; Not to exceed)
- Remarks: Contract term: 7/1/99-6/30/01 W-9 on file APPROVED SUPPLEMENTAL BUDGET
contact: Michelle Shippen x4419 99/00 PG S14-13
392400/5188 - \$198,198
392100/5178 - 26,976 (Index#) (Subobject)
\$225,174

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

Appropriations are available and have been encumbered. Contract No. CO 91916 Date 8/10/99
are not will be
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Wilson Deputy.

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

Remarks: 44 (Analyst) By [Signature] County Administrative Officer Date 8/10/99
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 _____ Date _____ Des C 6

AGREEMENT
ANSWERS BENEFITING CHILDREN PROJECT

1. PARTIES TO AGREEMENT: The COUNTY OF SANTA CRUZ BY AND THROUGH THE HUMAN RESOURCES AGENCY, hereinafter called "COUNTY", and SANTA CRUZ COMMUNITY COUNSELING CENTER, hereinafter called "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, 2001, unless sooner terminated in accordance with paragraph 18.

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" ("FY 1999/2000 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 \$225,174 for the first year period of July 1, 1999 through June 30, 2000. Second year budget will be determined in May 2000 and may include carryover of unexpended first year funds.

B. In accordance with Exhibit "A" ("FY 1999/2000 Budget"), CONTRACTOR shall be permitted to make line item adjustments of the budget provided that change to any individual line item does not exceed \$20,000 or 10% of the contract total, whichever is less, and that the total amount of the Agreement does not change. Adjustments totaling more than \$20,000 or 10% of the contract total, whichever is less, may be made only upon prior written approval of the Human Resources Agency Administrator or his/her designee.

C. All fixed assets purchased under this Agreement shall become the property of the COUNTY.

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

E. 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 his/her designee. Each subsequent payment will be based on actual services.

Initials: Sh 1.7ms
CONTRACTOR/COUNTY

F. 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 and at renewal as in paragraph 8B(4).

G. CONTRACTOR shall not use cash advances to provide working capital for non-COUNTY programs, and when possible such advances 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.

H. A grant request/expenditure report for the final reporting period of each fiscal year shall be provided to the COUNTY no later than August 15, 2000 and August 15, 2001 respectively. 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.

4. PERFORMANCE STANDARDS. DUTIES AND RESPONSIBILITIES:

A. CONTRACTOR shall establish and use method(s) of systematic program evaluation to review the quality and appropriateness of services provided under this Agreement. CONTRACTOR shall comply with all the goals and measurable objectives, terms and conditions and all other requirements contained in the County approved Exhibit B, "Scope of Work Plan", attached hereto and incorporated herein by reference.

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

C. CONTRACTOR shall submit quarterly reports to COUNTY on activities as specified in Exhibit "B" ("Scope of Work Plan") and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved objectives under this Agreement. CONTRACTOR shall report any variance in performance objectives of more than 15% or two months.

D. CONTRACTOR shall be responsible for reporting to COUNTY any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date.

E. 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. CONTRACTOR shall report on progress toward completion of corrective

actions/recommendations in its final quarterly report to COUNTY.

F. The timely submission of all reports is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when quarterly reports have not been submitted to COUNTY by CONTRACTOR within thirty (30) days following the end of a quarter.

5. FISCAL. ADMINISTRATIVE AND PROGRAMMATIC RECORDS:

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after the final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to make all fiscal, administrative, programmatic and client records available to the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the Human Resources Agency, or any authorized representative thereof, upon request, during the term of this Agreement and for a period of five (5) years after final payment under this Agreement for monitoring and audit purposes and to verify CONTRACTOR's compliance with the terms of this Agreement.

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.

7. INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS:

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 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 them 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).

Initials: Sm / ms
CONTRACTOR/COUNTY

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

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

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if 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 Contract, 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 the subparagraph is initialed by CONTRACTOR and COUNTY SLC

Initial & MS
CONTRACTOR/COUNTY

B. Other Insurance Provisions

(1) If any insurance coverage required hereunder 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 date 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 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 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: Prevention and Early Intervention Services, Human Resources Agency, 1000 Emeline Ave., 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 and at the time of renewal of each required insurance policy with an original Certificate of Insurance for all required coverages. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All Certificates of Insurance shall be delivered or sent to: Prevention and Early Intervention Services, Human Resources Agency, 1000 Emeline Ave., Santa Cruz, CA 95060.

9. NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY: During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

Initials: JS / ms
CONTRACTOR/COUNTY

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such 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, notices setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and 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 Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) Prior to any payments under this Agreement, CONTRACTOR shall furnish to the Human Resources Agency information and reports in the prescribed reporting format to be provided by the COUNTY (PER 4012) for use by the COUNTY Affirmative Action Office, identifying the sex, race, 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 Owned Business Enterprises.

(3) The CONTRACTOR shall cause the foregoing provisions of 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 subcontracts for standard commercial supplies or raw materials.

C. No person or client shall, on the grounds of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, 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 shall implement written grievance/complaint procedures regarding the non-discrimination provisions of this Agreement within 30 days of its effective date and shall post its non-discrimination policies and said grievance/complaint procedures in conspicuous places available to all clients, employees and applicants for employment.

E. CONTRACTOR shall comply with the Latino Equity Standards of Accessibility adopted by COUNTY in April 1992, incorporated herein by reference as Exhibit C.

F. In the event of the CONTRACTORS non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this CONTRACTOR may be declared ineligible for further agreements with the COUNTY until such non-compliance is remedied by CONTRACTOR.

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 Titles II and III of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.

13. SUBCONTRACT AND ASSIGNMENT OF CONTRACT:

A. CONTRACTOR shall 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.

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.

Initials: Sm / ms
CONTRACTOR/COUNTY

C. No funds from this Agreement shall be paid to a subcontractor for work performed after termination of this 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. Exhibits attached to this agreement and incorporated by reference are checked as follows:

Exhibit A, "FY 1999/2000 Budget"

Exhibit B, "Scope of Work Plan - FY 99/2000"

Exhibit C, "Standards of Accessibility for Latino Services"

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 (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.

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

B. 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. AVAILABLE FUNDS: This Agreement is valid and enforceable only if sufficient funds are available to the COUNTY for the fiscal year for the purposes of these programs. In addition, this contract 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.

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

19. 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.

SIGNATURE PAGE

COUNTY OF SANTA CRUZ

DATED: _____

By: _____
Human Resources Agency Administrator

CONTRACTOR

DATED: 8/2/99By: [Signature]
CONTRACTOR's Auth. RepresentativeTERMI MOKIARTY / EXECUTIVE Director.

Typed Name/Title

SANTA CRUZ COMMUNITY COUNSELING

Organization

195 A HARVEY WEST BLVD.

Address

SANTA CRUZ GA 95060

City

State

Zip

831-469 -1700

Phone

20-7276290

Tax ID #

APPROVED AS TO INSURANCE:

[Signature] 8.2.99
Risk Management

APPROVED AS TO FORM:

[Signature]
County CounselDistribution: Human Resources Agency
County Administrative Office
County Counsel
Risk Management
Auditor-Controller
Contractor

(n:\cpsadmin\abegrant\contract1.wpd)

EXHIBIT A
FY 1999/2000 BUDGET

104

Agency: Santa Cruz Community Counseling Center
Program: Answers Benefiting Children Project

7000 Salaries Total				74,832
7100 Employee Health/Retirement				9,111
7200 Payroll Taxes				6,516
TOTAL SALARIES/BENEFITS:				90,459
8000 Professional Fees: Audit				0
8010 Indep. Prof. Consultants				89,830
8100 Supplies				14,481
8200 Telephone				0
8300 Postage & Shipping				0
8400 Occupancy Total				0
8500 Rent/Maintenance of Equip.				0
8600 Printing & Publications				0
8700 Travel & Transportation				3,000
8800 Conferences/Meetings				0
8900 Assistance to Individ.				4,000
9000 Membership Dues				0
9100 Awards and Grants-Equip/Bldg				0
9200 Interest Expense				0
9300 Insurance/Bond				0
9400 Miscellaneous				0
9600 Dist. of Program Costs				23,404
9691 Payment/Affiliated Orgs.				0
TOTAL SERVICES/SUPPLIES:				134,715
GRAND TOTAL EXPENSES:				225,174

1. Please fill out this page for each program funded separately by the County. 2) For classification of basic account codes, refer to: Accounting & Financial R Accounting & Financial Reporting: A guide for United Way and Not-for-Profit Human Service Organizations.

Initials. a / ms
CONTRACTOR/COUNTY



SCOPE OF WORK PLAN - FY 99/2000

Program: Answers Benefiting Children (ABC)

Agency: Santa Cruz Community Counseling Center

Contractor shall work toward achieving the following goals and accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed methods to focus on process and/or outcome.

COMPONENT 1: 9-MONTH PLANNING

GOAL 1: Continue planning process from pre-proposal period to develop long-term funding and integrated services plan for child abuse prevention and treatment in Santa Cruz County.

OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	EVALUATION OF PROGRESS
Objective 1: Fully develop a comprehensive long term funding plan for Child Abuse Prevention services within Santa Cruz County.	1-a: Continue meetings of Financial and Planning/Development groups. 1-b: As needed, continue/conduct mapping of current funding resources and potential sources. 1-c: Develop new, integrated funding patterns.	1-a-c: Ongoing Completed by 2/1/2000	1-a-c: Minutes/notes of meetings
Objective 2: Develop a strategic plan for sustaining ABC initiative. And final Year 2 budget.	2-a: Sub-set of Objective 1	2-a: Ongoing Completed by 2/1/2000	2-a: Included in plan
Objective 3: Complete Long Term Plan Report and Submit to Board of Supervisors and OCAP.	3-a: Plan development period.	3-a: Plan Report due to OCAP by 3/1/00	3-a: Receipt of plan

\\cpsadmin\abccgrant\exhibib.wpd

Agency: Santa Cruz Community Counseling CenterProgram: Answers Benefiting Children (ABC)

Contractor shall work toward achieving the following goals and accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed methods to focus on process and/or outcome.

COMPONENT 2: GREAT BEGINNINGS

GOAL 2: In accordance with the Santa Cruz County and CalSAHF mode described in the County AB Proposal to OCAP, implement the Family Support Home Visiting program with in-home and center based services designed support families at risk with children aged 0-5 years, with a primary purpose of supporting the family to ensure the safety and development of the child.

OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	EVALUATION OF PROGRESS
Objective 1: Establish a Home Visiting Team that will serve a minimum of 125 (and a maximum of 300) at risk families of children 0-5 years over a 2-year period.	1-a: Recruit and train staff and team per model requirements. 1-b: Develop guidelines to implement services. 1-c: Establish supervision schedule through individual staff sessions and multidisciplinary team meetings.	1-a: by 8/1-9/1/1999 1-b: by 10/1/1999 1-c: by 9/1/1999	1-a: Documentation of recruitment, hiring and training. Multidisciplinary team composition is consistent with RFP. 1-b: Existence of written guidelines. 1-c: Document supervision and team meetings.
Objective 2: Implement intensive Home Visiting services for identified families. (Maintain contact for two years)	2-a: Ensure development of referral system to identify at risk families. 2-b: Ensure development of a systematic intake and assessment process. 2-c: Enroll active caseload of 125 families in program services. 2-d: Assignment of home visitor and conduct initial visits to complete intake/assessment. 2-e: Develop Service Plan for each enrolled family and maintain regular home visitation schedule.	2-a: by 10/1/1999 2-b: by 10/1/1999 2-c: by 9/1/2000 2-d: Within 10 days of referral, first contact by Home Visitor 2-e: Frequency (Level) determined by Service Plan	2-a: Referral protocol on file. 2-b: Intake and assessment protocol on file. 2-c: Documented by case files. 2-d: Documentation of home visits and service plan in client file. 2-e: Case/activity records.

N:\epsadmin\abegrant\exhibb2.wpd

COMPONENT 2: GREAT BEGINNINGS

GOAL 2: (Continued)

OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	EVALUATION OF PROGRESS
Objective 3: (a) Team nurse will visit all 125 families at least once; additional visits as required. (b) As needed, families will develop a linkage to a primary health care facility.	3-a: Ensure the establishment of visiting schedule 3-b: Ensure determination of need and facilitate the linkage to a primary health care facility.	3-a: Within 30 days of entry into program. 3-b: Ongoing as needed.	3-a & b: Existence of written plan documentation in case files.
Objective 4: Retain/maintain/replace caseload at minimum of 125 in Year 2.	4-a: Ensure recruitment and enrollment as needed.	4-a: Ongoing	4-a: Client files documenting caseload.
Objective 5: Attend integrated training as provided by OCAP and OCJP.	5-a: Attend integrated Core Training *40 hours - home visitors *16 hours FRC *16 hours Management *8 hours Data collection and entry *16 hours OCJP program management	5-a: Ongoing during program implementation period. New staff will receive training as available.	5-a: Certified completion
Objective 6: Participate in state-wide Evaluation	6-a: Data collection and reporting	6-a: Ongoing	6-a: Reports from Evaluator

N:\cpsadmin\labcegrant\exhibit04.wpd

Contractor shall work toward achieving the following goals and accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed methods to focus on process and/or outcome.

COMPONENT 3: FAMILY RESOURCE CENTER

GOAL 3: In accordance with the Santa Cruz County and CalsAHF model described in the County ABC Proposal to OCAP, implement and/or develop a Family Resource Center to provide center-based services.

OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	EVALUATION OF PROGRESS
Objective 1: Prepare/secure facility for FRC/ABC and establish operational procedures.	1-a: Identify space/equipment and other needs required for all ABC Program components. 1-b: Prepare facility for program implementation. 1-c: Prepare operational guidelines.	1-a: by 8/1/99 1-b: by 10/1/99 1-c: by 10/1/99	1-a-c: Quarterly Report and site visit by OCAP staff.
Objective 2: Hire FRC staff, develop parent/consumer participation.	2-a: Identify FRC Administrator 2-b: Recruit, hire and train FRC staff. 2-c: Develop guidelines to implement services and assure parent/consumer participation.	2-a: by 8/1/99 2-b: by 9/1/99 2-c: by 10/1/99	2-a-c: Quarterly Report and documentation of staff and guidelines.
Objective 3 : Develop center-based services	3-a: Establish structured activities and implement programs in: Parenting Classes Support Groups Children's Groups Child Care Clinical/Case Management Services And, site optional services 3-b: Develop a plan for transportation for program participants. 3-c: Develop a system of ongoing problem solving case coordination which includes improving families' access to community resources.	3-a: by 10/1/1999 3-b: by 10/1/1999 3-c: by 10/1/1999	3-a: Location(s) documented by site visits. Activities documented by sign-in sheets, group progress/process notes. 3-b: Existence of written procedures 3-c: Existence of written plan/staff instructions.
Objective 4: Develop FRC consumer/community based governance/advisory system.	4-a: Identify/train/consult with community members/consumers.	4-a: by 6/2000	4-a: Documentation: attendance, meeting notes.

l:\cpsadmin\abccgrant\exhibit3.wpd

EXHIBIT C

STANDARDS OF ACCESSIBILITY FOR LATINO SERVICES

All programs contracting with the County are expected to comply with the following standards if providing services in areas with a significant Latino population.

- A. All materials are available in Spanish and are culturally sensitive and appropriate.
- B. Services are actively marketed to the Latino community.
- C. All services - and the entry points to services (reception, information and referral, etc.) - have bilingual capability with equal levels and quality of service.
- D. Services are located in areas readily accessible to the Latino community.
- E. Services are culturally competent¹.
- F. Agency leadership is culturally competent, aware of the special needs of the Latino community, and effective in empowering the Latino community.
- G. When recruiting new staff, the agency advertises vacant positions in locations and publications readily accessible to the Latino community, and actively conducts outreach to ensure equal employment opportunities for Latinos.
- H. The Latino community is adequately represented on agency policy and advisory boards.
- I. Services are evaluated annually, in part, according to these standards of accessibility. It is assumed that if services are accessible and appropriate, the client population will reflect the needs in the Latino community.
- J. Client demographics are representative of the agency's service and geographic areas.
- K. HRA's Monitoring of agencies will include compliance with these standards and conformance in service provision with the demographic characteristics of the geographic area in which they are located.

¹ The concept of "cultural competence" is drawn from a model which has been used in the provision of mental health and social services to indicate a set of behaviors, attitudes, and policies enabling an agency to work effectively in cross-cultural situations.

AGREEMENT
ANSWERS BENEFITING CHILDREN PROJECT
(CHILD ABUSE TREATMENT SERVICES)

1. PARTIES TO AGREEMENT: The COUNTY OF SANTA CRUZ BY AND THROUGH THE HUMAN RESOURCES AGENCY, hereinafter called "COUNTY", and PARENTS CENTER, hereinafter called "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 18. This agreement may be renewed for one additional year upon approval of both parties.

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" ("FY 1999/2000 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 \$199,965 for the period of July 1, 1999 through June 30, 2000.

B. In accordance with Exhibit "A" ("FY 1999/2000 Budget"), upon prior written approval of the Human Resources Agency Administrator or his/her designee, CONTRACTOR shall be permitted to make line item adjustments of the budget provided that change to any individual line item does not exceed 10% of the contract total.

C. All fixed assets purchased under this Agreement shall become the property of the COUNTY.

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

E. 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 his/her designee. Each subsequent payment will be based on actual services.

F. 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 and at

Initials: g / m s
CONTRACTOR/COUNTY

renewal as in paragraph 8B(4).

G. CONTRACTOR shall not use cash advances to provide working capital for non-COUNTY programs, and when possible such advances 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.

H. A grant request/expenditure report for the final reporting period of the fiscal year shall be provided to the COUNTY no later than August 15, 2000. 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.

4. PERFORMANCE STANDARDS. DUTIES AND RESPONSIBILITIES:

A. CONTRACTOR shall establish and use method(s) of systematic program evaluation to review the quality and appropriateness of services provided under this Agreement. CONTRACTOR shall comply with all the goals and measurable objectives, terms and conditions and all other requirements contained in the County approved Exhibit B, "Scope of Work", attached hereto and incorporated herein by reference.

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

C. CONTRACTOR shall submit quarterly reports to COUNTY on activities as specified in Exhibit "B" ("Scope of Work") and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved activities and services under this Agreement.

D. CONTRACTOR shall be responsible for reporting to COUNTY any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date.

E. 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. CONTRACTOR shall report on progress toward completion of corrective actions/recommendations in its final quarterly report to COUNTY.

F. The timely submission of all reports is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when quarterly reports have not been submitted to COUNTY by CONTRACTOR within thirty (30) days following the end of a quarter.

5. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS:

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after the final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to make all fiscal, administrative, programmatic and client records available to the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the Human Resources Agency, or any authorized representative thereof, upon request, during the term of this Agreement and for a period of five (5) years after final payment under this Agreement for monitoring and audit purposes and to verify CONTRACTOR's compliance with the terms of this Agreement.

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.

7. INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS:

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 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 them 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).

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

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

A. Types of 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) Automobile Liability Insurance for each of 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, 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 the subparagraph is initialed by CONTRACTOR and COUNTY CF/CE

B. Other Insurance Provisions

(1) If any insurance coverage required hereunder 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 date 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 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 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: Prevention and Early Intervention Services, Human Resources Agency, 1000 Emeline Ave., 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 and at the time of renewal of each required insurance policy with an original Certificate of Insurance for all required coverages. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All Certificates of Insurance shall be delivered or sent to: Prevention and Early Intervention Services, Human Resources Agency, 1000 Emeline Ave., Santa Cruz, CA 95060.

9. NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY: During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such 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, notices setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and 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 Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) Prior to any payments under this Agreement, CONTRACTOR shall furnish to the Human Resources Agency information and reports in the prescribed reporting format to be provided by the COUNTY (PER 4012) for use by the COUNTY Affirmative Action Office, identifying the sex, race, 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 Owned Business Enterprises.

(3) The CONTRACTOR shall cause the foregoing provisions of 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 subcontracts for standard commercial supplies or raw materials.

C. No person or client shall, on the grounds of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, 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.

Initials: CF / MS
CONTRACTOR/COUNTY

D. CONTRACTOR shall implement written grievance/complaint procedures regarding the non-discrimination provisions of this Agreement within 30 days of its effective date and shall post its non-discrimination policies and said grievance/complaint procedures in conspicuous places available to all clients, employees and applicants for employment.

E. CONTRACTOR shall comply with the Latino Equity Standards of Accessibility adopted by COUNTY in April 1992, incorporated herein by reference as Exhibit C.

F. 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, this CONTRACTOR may be declared ineligible for further agreements with the COUNTY until such non-compliance is remedied by CONTRACTOR.

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 Titles II and III of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.

13. SUBCONTRACT AND ASSIGNMENT OF CONTRACT:

A. CONTRACTOR shall 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.

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 funds from this Agreement shall be paid to a subcontractor for work performed after termination of this 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. Exhibits attached to this agreement and incorporated by reference are checked as follows:

Exhibit A, "FY 1999/2000 Budget"

Exhibit B, "Scope of Work"

Exhibit C, "Standards of Accessibility for Latino Services"

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 (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.

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

B. 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. AVAILABLE FUNDS: This Agreement is valid and enforceable only if sufficient funds are available to the COUNTY for the fiscal year for the purposes of these programs. In addition, this contract 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.

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

19. 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.

SIGNATURE PAGE

COUNTY OF SANTA CRUZ

DATED: _____

By: _____
Human Resources Agency Administrator

CONTRACTOR

DATED: 8/2/99

By: Carol Frankl
CONTRACTOR's Auth. Representative

Carol Frankl

Typed Name/Title

Parents Center

Organization

530 Seque! Ave

Address

Santa Cruz, CA 95062

City State Zip

831-426-7322

Phone 94-7300871

Tax ID #

APPROVED AS TO INSURANCE:

Janet McKinley 82-99
Risk Management

APPROVED AS TO FORM:

[Signature]
County Counsel

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

(n:\cpsadmin\abcgrant\3contract.wpd)

EXHIBIT A

FY 199912000 BUDGET

LINE ITEM DESCRIPTION	AMOUNT	Parents Center (CONTRACTOR)	Defensa de Mujeres (subcontract)
A. Salaries & Benefits			
<i>Parents Center Staff</i>			
(1) .10 FTE Project Director @ \$55,000	5,500	5,500	
(2) 2.0 FTE CATS Clinicians @ \$45,760 each	91,520	91,520	
(3) .25 FTE Clerical Support @ \$20,800	5,200	5,200	
(4) 1 .0 FTE Graduate Intern Volunteer @ \$36,000 (in-kind)	36,000	36,000	
(5) .50 FTE Case Aide Volunteers @ \$16,640 (in-kind)	8,320	8,320	
Parents Center Benefits @ 19% (includes in-kind salaries)	27,843	27,843	
<i>Defensa de Mujeres Staff</i>			
(1) 1 .0 FTE Child and Youth Specialist @ \$24,960	24,960		24,960
(2) .075 FTE Child and Youth Program Manager @ \$31,200	2,340		2,340
Defensa de Mujeres Benefits @ 18%	4,914		4,914
Total Salaries & Benefits	206,597	174,383	32,214
B. Operating Expenses			
Rent	8,400	8,400	
Utilities	1,200	1,200	
Maintenance	1,200	1,200	
Telephone & pager service	4,060	3,600	460
Office supplies, materials, software	2,900	2,400	500
Program Supplies	6,323	5,823	500
Postage & printing	1,000	600	400
Training related travel expense	2,800	1,800	1,000
Mileage	2,000	1,200	800
Recruitment expense	400		400
Child Care	4,800	4,800	
Staff & volunteer training	6,625	6,625	
Insurance	1,200	1,200	
Audit	1,200	900	300
Total Operating Expense	44,108	39,748	4,361
C. Equipment			
Computer	2,000	2,000	
PROJECT TOTAL	252,705	216,131	36,578
I-kind match value	52,740	52,740	
Total Contract Amount (Project Total minus match)	199,965	163,391	36,578

EXHIBIT B
SCOPE OF WORK

Parents Center will be responsible for providing the following services in accordance with the requirements of the Child Abuse Treatment Services (CATS) component of the Answers Benefiting Children (ABC) Project. Bi-lingual direct services will be provided on-site at the Watsonville Family Resource Center. All services will be targeted to child victims of abuse and neglect and their non-offending family members.

Objectives	Activities
<ul style="list-style-type: none"> • Provide information & referral to 125 child victims • Provide crisis counseling to 30 child victims • Provide individual therapy to 60 child victims • Provide family therapy to 70 non-offending family members • Provide group therapy to 30 child victims • Provide self-help groups to 20 non-offending family members • Provide education-skill classes to 35 non-offending family members • Provide support groups for 15 non-offending family members • Provide victim compensation assistance to 50 child victims • Provide criminal justice advocacy & support services to 50 child victims • Engage volunteers to provide child care and other related client and project support 	<ul style="list-style-type: none"> • In coordination with HRA Child Welfare Services & the ABC Project Coordinator, provide overall management of the CATS Component • Hire & train 2.0 FTE Clinicians (1 bilingual) • Subcontract with Defensa de Mujeres to hire & supervise 1 .0 FTE Child and Youth Specialist • Supervise and train 1 .0 FTE graduate level Intern • Supervise and train .50 FTE case aides • Conduct a comprehensive treatment program to include information and referral; individual, group and family therapy; self-help and support groups; education and life skills classes; assistance in obtaining victim compensation; criminal justice advocacy and support; and coordination of volunteers • Participate in weekly Family Support Home Visiting Team Meetings • Provide CATS specialist consultation to Family Support Home Visiting Team • Provide data collection as required by Office of Criminal Justice Planning (OCJP) • Provide client assessments as required by OCJP • Provide regular reports as required by HRA and OCJP

Initials: g i ms
CONTRACTOR/COUNTY

EXHIBIT C

STANDARDS OF ACCESSIBILITY FOR LATINO SERVICES

All programs contracting with the County are expected to comply with the following standards if providing services in areas with a significant Latino population.

- A. All materials are available in Spanish and are culturally sensitive and appropriate.
- B. Services are actively marketed to the Latino community.
- C. All services - and the entry points to services (reception, information and referral, etc.) - have bilingual capability with equal levels and quality of service.
- D. Services are located in areas readily accessible to the Latino community.
- E. Services are culturally competent¹.
- F. Agency leadership is culturally competent, aware of the special needs of the Latino community, and effective in empowering the Latino community.
- G. When recruiting new staff, the agency advertises vacant positions in locations and publications readily accessible to the Latino community, and actively conducts outreach to ensure equal employment opportunities for Latinos.
- H. The Latino community is adequately represented on agency policy and advisory boards.
- I. Services are evaluated annually, in part, according to these standards of accessibility. It is assumed that if services are accessible and appropriate, the client population will reflect the needs in the Latino community.
- J. Client demographics are representative of the agency's service and geographic areas.
- K. HRA's Monitoring of agencies will include compliance with these standards and conformance in service provision with the demographic characteristics of the geographic area in which they are located.

¹ The concept of "cultural competence" is drawn from a model which has been used in the provision of mental health and social services to indicate a set of behaviors, attitudes, and policies enabling an agency to work effectively in cross-cultural situations.

(Revised 12/194)

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

124

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

FROM:

Human Resources Agency

(Dept.)

(Signature)

8/3/99 (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 (Agency)
and Food - Nutrition Services 236 Santa Cruz Ave 95003 (Name & Address)

2. The agreement will provide administrative support, family resource center coordination, and
family leadership services for the ABC project

3. The agreement is needed to implement the OCAP portion of ABC grant

4. Period of the agreement is from 7/1/99 to 6/30/00

5. Anticipated cost is \$ 51,953 (~~Fixed amount; Monthly rate; Not to exceed~~)

6. Remarks: contract term: 7/1/99 - 6/30/01 W-9 on file APPROVED SUPPLEMENTAL BUDGET

Contact: M. Shippen x4419

99/00 Pg 14-6

392400/5188 - \$10,191 392100/3810 - \$6,000

7. Appropriations are budgeted in 392100/5178 - \$25,000 (Index#) (Subobject)
392100/4080 - \$10,762

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

Appropriations are available and 8/10/99 Incumbered. Contract No. C091918 Date _____

GARY A. KNUTSON, Auditor-Controller

BY

Ronald J. Silva

Deputy.

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

Human Resources Agency (Agency).

County Administrative Officer

Remarks: ES (Analyst)

BY

Whitney

Date

9/10/99

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

26

10/1 - 20/6/95)

AGREEMENT
ANSWERS BENEFITING CHILDREN PROJECT

1. PARTIES TO AGREEMENT: The COUNTY OF SANTA CRUZ BY AND THROUGH THE HUMAN RESOURCES AGENCY, hereinafter called "COUNTY", and FOOD AND NUTRITION SERVICES, INC., hereinafter called "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, 2001, unless sooner terminated in accordance with paragraph 18.

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" ("FY 1999/2000 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 1,953 for the first year period of July 1, 1999 through June 30, 2000. Second year budget will be determined in May 2000 and may include carryover of unexpended first year funds.

B. In accordance with Exhibit "A" ("FY 1999/2000 Budget"), upon prior written approval of the Human Resources Agency Administrator or his/her designee, CONTRACTOR shall be permitted to make line item adjustments of the budget provided that change to any individual line item does not exceed 10% of the contract total.

C. All fixed assets purchased under this Agreement shall become the property of the COUNTY.

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

E. 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 his/her designee. Each subsequent payment will be based on actual services.

F. 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 and at

Initials: RP / m 5
CONTRACTOR/COUNTY

renewal as in paragraph 8B(4).

G. CONTRACTOR shall not use cash advances to provide working capital for non-COUNTY programs, and when possible such advances 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.

H. A grant request/expenditure report for the final reporting period of each fiscal year shall be provided to the COUNTY no later than August 15, 2000 and August 15, 2001 respectively. 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.

4. PERFORMANCE STANDARDS. DUTIES AND RESPONSIBILITIES:

A. CONTRACTOR shall establish and use method(s) of systematic program evaluation to review the quality and appropriateness of services provided under this Agreement. CONTRACTOR shall comply with all the goals and measurable objectives, terms and conditions and all other requirements contained in the County approved Exhibit B, "Scope of Work", attached hereto and incorporated herein by reference.

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

C. CONTRACTOR shall submit quarterly reports to COUNTY on activities as specified in Exhibit "B" ("Scope of Work") and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved activities and services under this Agreement.

D. CONTRACTOR shall be responsible for reporting to COUNTY any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date.

E. 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. CONTRACTOR shall report on progress toward completion of corrective actions/recommendations in its final quarterly report to COUNTY.

Initials: CS / MS
CONTRACTOR/COUNTY

F. The timely submission of all reports is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when quarterly reports have not been submitted to COUNTY by CONTRACTOR within thirty (30) days following the end of a quarter.

5. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS:

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after the final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to make all fiscal, administrative, programmatic and client records available to the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the Human Resources Agency, or any authorized representative thereof, upon request, during the term of this Agreement and for a period of five (5) years after final payment under this Agreement for monitoring and audit purposes and to verify CONTRACTOR's compliance with the terms of this Agreement.

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.

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 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 them 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).

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

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

A. Types of 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) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTORS 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 the subparagraph is initialed by CONTRACTOR and COUNTY ____/____.

B. Other Insurance Provisions

(1) If any insurance coverage required hereunder 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 date 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 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 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: Prevention and Early Intervention Services, Human Resources Agency, 1000 Emeline Ave., 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 and at the time of renewal of each required insurance policy with an original Certificate of Insurance for all required coverages. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All Certificates of Insurance shall be delivered or sent to: Prevention and Early Intervention Services, Human Resources Agency, 1000 Emeline Ave., Santa Cruz, CA 95060.

9. NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY: During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

Initials:  / 
CONTRACTOR/COUNTY

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such 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, notices setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and 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 Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) Prior to any payments under this Agreement, CONTRACTOR shall furnish to the Human Resources Agency information and reports in the prescribed reporting format to be provided by the COUNTY (PER 4012) for use by the COUNTY Affirmative Action Office, identifying the sex, race, 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 Owned Business Enterprises.

(3) The CONTRACTOR shall cause the foregoing provisions of 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 subcontracts for standard commercial supplies or raw materials.

C. No person or client shall, on the grounds of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, 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.

Initials: CC / MS
CONTRACTOR/COUNTY

D. CONTRACTOR shall implement written grievance/complaint procedures regarding the non-discrimination provisions of this Agreement within 30 days of its effective date and shall post its non-discrimination policies and said grievance/complaint procedures in conspicuous places available to all clients, employees and applicants for employment.

E. CONTRACTOR shall comply with the Latino Equity Standards of Accessibility adopted by COUNTY in April 1992, incorporated herein by reference as Exhibit C.

F. 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, this CONTRACTOR may be declared ineligible for further agreements with the COUNTY until such non-compliance is remedied by CONTRACTOR.

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 Titles II and III of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.

13. SUBCONTRACT AND ASSIGNMENT OF CONTRACT:

A. CONTRACTOR shall 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.

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.

Initials: CS / ms
CONTRACTOR/COUNTY

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. AVAILABLE FUNDS: This Agreement is valid and enforceable only if sufficient funds are available to the COUNTY for the fiscal year for the purposes of these programs. In addition, this contract 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.

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

19. 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.

C. No funds from this Agreement shall be paid to a subcontractor for work performed after termination of this 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. Exhibits attached to this agreement and incorporated by reference are checked as follows:

Exhibit A, "FY 1999/2000 Budget"

Exhibit B, "Scope of Work - FY 99/2000"

Exhibit C, "Standards of Accessibility for Latino Services"

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 (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.

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

B. 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.

Initials: 
CONTRACTOR/COUNTY

SIGNATURE PAGE

COUNTY OF SANTA CRUZ

DATED: _____

By: _____
Human Resources Agency Administrator

CONTRACTOR

DATED: 8/3/99

By: _____
CONTRACTOR\ Auth. Representative
Sam Storey, Executive Director

Typed Name/Title
Food & Nutrition Services
Organization
236 Santa Cruz Avenue

Address
Aptos CA 95003
City State Zip
831/ 688-8840 ext. 2 40

Phone
94-266-2950

Tax ID # _____

APPROVED AS TO INSURANCE:

Bret McKinley 8-2-99
Risk Management

APPROVED AS TO FORM:

[Signature]
County Counsel

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

(n:\cpsadmin\abcgrant\2contract.wpd)

EXHIBIT A
FY 199912000 BUDGET

Agency: Food & Nutrition Services, Inc
Program: Answers Benefiting Children Project

<u>Line Item Description</u>	<u>Amount</u>
.75 FTE Administrative Assistant (FRC Specialist) (\$1 1/hr w/25% benefits)	22,308
Occupancy total (ABC service provider rent @ La Manzana FRC @ .80/sq. ft.)	12,500
Materials & Supplies	2,500
Family Leadership Festival (advertising, outreach, materials/supplies, entertainment, child care, etc.)	9,465
Indirect Costs (grantee allocated @ 13.7%)	<u>6,408</u>
Sub-total	53,181
Contractor in-kind match (offset of Indirect Costs)	<1,228>
TOTAL CONTRACT AMOUNT	<u><u>51,953</u></u>

Initials: SP / MS
CONTRACTOR/COUNTY

EXHIBIT B
SCOPE OF **WORK--FY 1999/2000**

0136

Food and Nutrition Services, Inc. will provide the following services in support of the Answers Benefiting Children (ABC) Project for the FY 1999/2000 program year:

1. Coordinate scheduling of Family Resource Center activities and provide administrative support to the Center.
2. Assist in the planning and development of the Watsonville Family Resource Center.
3. In collaboration with, and on behalf of, ABC service providers, negotiate occupancy agreements for Family Resource Center facilities.
4. Administer rental payments and agreements on behalf of ABC service providers.
5. Family Leadershin Festival: On or before September 12, 1999, in collaboration with the Family Resource Center Network, implement a half-day Family Leadership Festival at the Watsonville Family Resource Center to include: planning and organizing the event; conducting outreach to participants; advertising; providing entertainment, food, materials and supplies for all activities; providing child care and related activities. The purpose of the Festival is to: introduce families to the Watsonville Family Resource Center; to engage families in the planning, development and oversight of the Center and the Answers Benefiting Children program locally and countywide; to celebrate the successes and honor participants of previous FRCN Family Leadership events; to provide families with information about services at the Center and in the community.
6. In consultation with the ABC Project Coordinator, provide information to be included in quarterly reports as required by the Office of Child Abuse Prevention (OCAP) ABC grant.

STANDARDS OF ACCESSIBILITY FOR LATINO SERVICES

All programs contracting with the County are expected to comply with the following standards if providing services in areas with a significant Latino population.

- A. All materials are available in Spanish and are culturally sensitive and appropriate.
- B. Services are actively marketed to the Latino community.
- C. All services - and the entry points to services (reception, information and referral, etc.) - have bilingual capability with equal levels and quality of service.
- D. Services are located in areas readily accessible to the Latino community.
- E. Services are culturally competent¹.
- F. Agency leadership is culturally competent, aware of the special needs of the Latino community, and effective in empowering the Latino community.
- G. When recruiting new staff, the agency advertises vacant positions in locations and publications readily accessible to the Latino community, and actively conducts outreach to ensure equal employment opportunities for Latinos.
- H. The Latino community is adequately represented on agency policy and advisory boards.
- I. Services are evaluated annually, in part, according to these standards of accessibility. It is assumed that if services are accessible and appropriate, the client population will reflect the needs in the Latino community.
- J. Client demographics are representative of the agency's service and geographic areas.
- K. HRA's Monitoring of agencies will include compliance with these standards and conformance in service provision with the demographic characteristics of the geographic area in which they are located.

¹ The concept of "cultural competence" is drawn from a model which has been used in the provision of mental health and social services to indicate a set of behaviors, attitudes, and policies enabling an agency to work effectively in cross-cultural situations.

(Revised 12/94)