



# County of Santa Cruz

## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045 FAX: (408) 454-4642

September 3, 1999

Agenda: September 21, 1999

### BOARD OF SUPERVISORS

County of Santa Cruz  
701 Ocean Street  
Santa Cruz, California 95060

### **APPROVAL OF CONTRACT WITH INSTRUCTIONAL ACCESS TO PROVIDE COMPUTER TRAINING TO INDEPENDENT LIVING SKILLS PROGRAM YOUTH**

Dear Members of the Board:

As you know, the California Department of Social Services (CDSS) annually allocates Title IV-E dollars to individual counties in order to provide life skills education and services to foster youth ages 16 to 21. These monies allow the County to operate an Independent Living Skills Program (ILSP). The ILSP provides services to prepare foster youth to live independently after they age out of the foster care system.

Funds are available within the ILSP 98/99 federal fiscal year allocation to purchase specialized computer training services and equipment from Instructional Access, Inc. in the amount of \$27,750 to provide a weekend computer camp for 15 foster youth in the ILSP.

Instructional Access, Inc. is the only known provider of this type of computer class that has been designed specifically for foster youth. The weekend computer camp session consists of three days of Microsoft Certified training in Word, Excel, and PowerPoint, two nights hotel accommodations and all meals for the youth. After completion of the session all youth will receive a fully equipped, year 2000 compliant, Pentium computer and a color printer. Instructional Access has provided weekend computer camps for ILSP participants in more than 25 Counties and the program has received extremely positive reviews. Not only does it provide ILSP youth with invaluable training experience, but it also provides state of the art equipment to enable youth to compete effectively in today's job market.

The Human Resources Agency has negotiated a contract with Instructional Access, Inc. in the amount of \$27,750 to provide a weekend computer camp to 15 foster youth on September 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>, 1999. The contract is attached for your review. These activities will entail no additional County cost.

BOARD OF SUPERVISORS

Agenda: September 3, 1999

Augmentation to Child Welfare Services, Independent Living Skills Program

At this time, the Human Resources Agency requests your Board's approval of the contract to provide these services to assist foster youth in their efforts to gain the skills needed for self sufficiency.

IT IS THEREFORE RECOMMENDED that your Board:

Approve the contract with Instructional Access, Inc. in the amount of \$27,750 and authorize the Human Resources Agency Administrator to sign the contract.

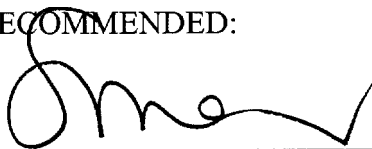
Very truly yours,



CECILIA ESPINOLA  
Administrator

CE/JH (n:\hra\board\ilsp.doc -Word)

RECOMMENDED:



Susan A. Mauriello  
County Administrative Officer

Attachment

cc: County Administrative Office  
Auditor-Controller  
County Personnel  
General Services

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0331

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

FROM: Human Resources Agency (Dept.)  
[Signature] (Signature) 9/3/99 (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, Human Resources Agency (Agency) and, Instructional Access Inc., 3201 Franklin Ave., Riverside, CA 92507 (Name & Address)
- 2. The agreement will provide a weekend computer camp for 15 youth participants in the Independent Living Skills Program
- 3. The agreement is needed to secure the services
- 4. Period of the agreement is from 9/21/99 to 9/26/99
- 5. Anticipated cost is \$ 27,750 (~~Fixed amount; Monthly rate; Not to exceed~~)
- 6. Remarks: contact: Jodie Harris
- 7. Appropriations are budgeted in 392100 (Index#) 4080 (Subobject)

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

Appropriation are available or 9/9e been encumbered. Contract No. 009,933 Date 1/99  
are not will be  
GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy.

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

Remarks: [Signature] (Analyst) By [Signature] Date 9/1/99

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 \_\_\_\_\_ 19 \_\_\_\_\_  
County Administrative Officer  
By \_\_\_\_\_ Deputy Clerk

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CONTRACT NO.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 21st day of September, 1999, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and INSTRUCTIONAL ACCESS INC., 3201 Franklin Ave, Riverside, CA 92507, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: provision of a "weekend computer camp" for 15 youth participants in the Independent Living Skills Program, as outlined in Attachment A, Scope of Services, for the period September 24, 1999 through September 26, 1999.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Twenty Seven Thousand Seven Hundred Fifty Dollars (\$27,750) upon receipt of an invoice following completion of the contracted activities.

3. TERM. The term of this contract shall be September 21, 1999 to September 26, 1999.

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

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

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

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

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

each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here

\_\_\_\_/\_\_\_\_.

A. Types of Insurance and Minimum Limits

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

\_\_\_\_\_.

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

D.R. / CEGM

(3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1 ,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1 ,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_/\_\_\_\_.

B. Other Insurance Provisions

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

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

Initials D.R. / CEGM  
CONTRACTOR/COUNTY

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

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

“This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to: Jodie Harris, Senior Analyst  
1400 Emeline Ave  
Santa Cruz, CA 95061.”

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

7. EOUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, pregnancy, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000.00 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

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

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race,

handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

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

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

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

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

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

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

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

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

12. ATTACHMENTS. This Agreement includes the following attachments:

Attachment A: Scope of Services



IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Cecilia Espinola, HRA Administrator

By: [Signature]  
Address 3201 Franklin Ave.  
Riverside, Ca. 92507  
Telephone (909) 341-8982  
Tax ID#: 33-0792430

APPROVED AS TO INSURANCE:

By: [Signature] 9-7-99  
Risk Management

APPROVED AS TO FORM:

By: [Signature]  
County Counsel

- DISTRIBUTION: County Administrative Office  
 Auditor-Controller  
 County Counsel  
 Risk Management  
 Contractor

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Attachment A

## SCOPE OF SERVICES

Instructional Access Inc. shall provide one (1) three day “weekend computer camp” session to a total of 15 youth participants referred from the Independent Living Skills Program and 2 chaperones, on September 24, 25, and 26, 1999.

Each of the 15 youth will receive the following: a Pentium 233 MMX computer (Y2K compliant) with Windows 98, 32 MB RAM, 2.5 GIG Hard Drive, SVGA Monitor, Keyboard, Mouse, 56K Internal Modem, Video/Sound Card/ 14 watt speakers, 32X CD ROM, and a color inkjet printer.

Each session includes Microsoft Certified training in Word, Excel, and PowerPoint. Each session includes 2-night hotel accommodations (double occupancy) and all meals.