



County of Santa Cruz

0037

PROBATION DEPARTMENT

P.O. BOX 1812, SANTA CRUZ, CA 95061-1812
(831) 454-2150 FAX: (831) 454-3035

JOHN P. RHOADS
CHIEF PROBATION OFFICER

October 5, 1999

Agenda: October 19, 1999

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

Challenge Grant Evaluation Services

Dear Members of the Board:

Included in the County Administrative Officer's FY 1999-2000 supplemental budget report was the acceptance of funds from the State Board of Corrections - Juvenile Crime Enforcement and Accountability Challenge Grant program to establish two day treatment centers for Probation youth, known locally as the Placement Alternative Resources for Rids (PARK) program.

The Challenge Grant program is a three year pilot research project, and priority consideration for funding by the Board of Corrections (BOC) was given to projects that included a strong experimental design. Because of the emphasis on research and evaluation, the Probation Department contacted the Child Research Group, University of California at San Francisco, as subject matter experts to assist in developing and formalizing the research and evaluation component of the grant proposal. The Child Research Group was selected based on their uniquely positioned ability to supply the required evaluation criteria for the PARK program. They are the State evaluator for the County's existing Mental Health System of Care and the Probation Department's GROW program, which was selected as the comparison study for the PARK program. The Child Research Group's familiarity with GROW will allow them to link the established GROW program database to the PARK program, providing existing data from the comparison group to the research study.

It is now necessary to finalize the agreement with the Regents of the University of California, Office of Research Administration, UCSF Child Research Group, in the amount of \$282,360 for the period July 1, 1999 through June 30, 2002. Funding for these contracted services is included in the Probation Department's budget. There is no increase to net county cost as a result of the issuance of this agreement.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached ADM-29 Request for Approval of Agreement, encumbering \$94,120 for FY 1999-2000 from funds available in appropriations account 574300-3665, Professional and Specialized Services; and
2. Approve the agreement with Regents of the University of California, Office of Research Administration, UCSF Child Research Group, to provide program evaluation services for Santa Cruz County Challenge Grant - PARR program for the period July 1, 1999 through June 30, 2002, and authorize the Chief Probation Officer to sign the agreement on behalf of the County.

Sincerely,



JOHN P. RHOADS
Chief Probation Officer

JPR:FN

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachments

cc: County Administrative Officer
Auditor-Controller
Probation

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0030

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

FROM: Probation (Dept.)
John P. Riva (Signature) 10/6/99 (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 Santa Cruz County Probation Department (Agency)
Regents of the University of California, Office of Research Admin., UCSF
and 3333 California St. Suite 315, San Francisco, CA 94118 (Name & Address)

2. The agreement will provide evaluation services

3. The agreement is needed for the Challenge Grant - PARK Program research study

4. Period of the agreement is from July 1, 1999 to June 30, 2002

5. Anticipated cost is \$ 282,360 (Fixed amount, Monthly rate, Not to exceed)

6. Remarks: Encumber \$94,120 for FY1999-2000

7. Appropriations are budgeted in 574300 Challenge Grant (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 91962 Date 10/6/99
are not will be

GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silver Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Chief Probation Officer to execute the same on behalf of the Santa Cruz County Probation Department (Agency).

Remarks: _____ (Analyst) BY R. Philly County Administrative Officer Date 10/7/99

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

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this d a y o f _____ 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Regents of the University of California, Office of Research Administration, University of California, San Francisco, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Program Evaluation Services for Santa Cruz County Probation Challenge Grant II - PARR Program

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows Payment for quarterly invoiced costs related to Santa Cruz County Challenge Grant - PARR Program evaluation services, not to exceed \$282,360 in total compensation for contract period. Ten percent of total compensation shall be withheld until submission of Final Program Evaluation Report.

3. TERM. The term of this contract shall be h J u n e 3 0 . 2 0 0 2 o r until terminated by one or the other party.

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

5. INDEMNIFICATION AND GENERAL LIABILITY.

A. CONTRACTOR shall defend, indemnify, and hold COUNTY, its officers, employees and agents, harmless **from** and against any and all liability, loss, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the CONTRACTOR., its officers, agents, or employees and volunteers.

B. COUNTY shall defend, indemnify, and hold CONTRACTOR, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury and or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result **from** the negligent or intentional acts or omissions of the

COUNTY, its officers, agents or employees and volunteers.

6. INDEPENDENT CONTRACTOR: PAYMENT OF TAXES AND OTHER EXPENSES

A. CONTRACTOR shall be deemed at all times to be an independent contractor. CONTRACTOR is wholly responsible for the manner in which it performs the services and work requested by the COUNTY under this Agreement. CONTRACTOR is liable for the acts and omissions of itself and its employees. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the COUNTY and CONTRACTOR.

B. Should a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that CONTRACTOR'S employees are in fact COUNTY'S employees for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both employee and employer portions of the tax due, (and offsetting any credits for amounts already paid by CONTRACTOR which can be applied against this liability.) COUNTY shall then forward those amounts to the relevant taxing authority.

7. INSURANCE. CONTRACTOR and COUNTY agree that each party will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each party to discharge promptly any obligations each incurs by operation of this agreement. A certificate of insurance is not required from either party.

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy 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, notice setting forth the provisions of this non-discrimination clause.

B. 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, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy 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.

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

(2) 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.

(3) 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 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.

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: VENUE. 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 and attached as Exhibit "A". Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Santa Cruz, CA.

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

Attachment A: Santa Cruz County Code. Chapter 1.05

Attachment B: Scope of Services

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

The Regents of the University of California
Office of Research Administration
University of California, San Francisco
3333 California St. Suite 315
San Francisco, CA 94118

Probation Department
P.O. Box 1812
Santa Cruz, CA 95061

By: John C. Klumet
Telephone: (415) 502-6175 476-8152

By: _____
John P. Rhoads, Chief Probation Officer
Telephone: (831) 454-3451

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 9-28-99
Risk Management

3. APPROVED AS TO FORM:

By: Kim Elizabeth Baskett
County Counsel 9-24-99

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

Chapter 1.05

CLAIMS AGAINST THE COUNTY

Sections:

- 1.05.010 Statutory authority.**
- 1.05.020 Purpose.**
- 1.05.030 scope.**
- 1.05.040 Requirements to bring suit.**
- 1.05.050 Time limitation.**
- 1.05.060 Late filing of claims.**
- 1.05.070 Claim form.**
- 1.05.080 Auditor's duties.**
- 1.05.090 Time for action by county officers and claimant.**
- 1.05.100 Reexamination of rejected claims.**
- 1.05.110 Contract claims.**
- 1.05.120 Waiver of waiting period.**
- 1.05.130 Action on liability claims.**
- 1.05.140 Action on workers' compensation claims.**

1.05.010 Statutory authority.

This chapter is adopted pursuant to and in conformity with Sections 905, 930.2, 935 and 29700 et. seq. of the California Government Code. (Ord. 3977 § 1 (part), 1989)

1.05.020 Purpose.

The purposes of this chapter are to allow the county of Santa Cruz to make a timely investigation of the facts on which a claim is based so as to have an opportunity to settle just claims before suit is brought, defend itself against unjust claims, and correct promptly any conditions or practices

which gave rise to **claims**. (Ord. 3977 § 1 (part), 1989)

1.05.030 Scope.

All claims against the county of Santa Cruz for money or damages which are excepted by Section 905 of the Government Code from the claims procedure provided by Part 3 of Division 3.6, Title 1 of the Government Code and which are not expressly governed by any other statute or regulation shall be governed by this chapter. (Ord. 3977 § 1 (part), 1989)

1.05.040 Requirements to bring suit.

No suit for money or damages may be brought against the county on a cause of action for which this chapter requires a claim to be presented until a written claim **therefor** has been filed in conformity with this chapter. Only the person who filed the **claim** may bring such a suit. (Ord. 4397 § 1, 1996: Ord. 3977 § 1 (part), 1989)

1.05.050 Time limitation.

The claim for any cause of action **specified**, in Section 1.05030 shall be presented in the manner provided in Section 1.05.070 of this chapter as applicable and shall be presented and processed as provided by Chapters 1 and 2 of Part 3 of Division 3.6 of Title 1 of the Government Code insofar as said provisions are not in conflict with this chapter. A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented not later than six months after accrual of the cause of action. A claim relating to any other cause of action shall be presented not later than one year after the **accrual** of the cause of action. Each claim

shall be verified by the person who claims to be entitled to be paid the **money or** damages or by his or her guardian, conservator, executor or administrator. (Ord. 4397 § 2, 1996; Ord. 3977 § 1 (part), 1989)

1.05060 Late filing of claims.

In accordance with Section 935 of the Government Code, the late filing of claims pursuant to this chapter is regulated by Sections 911.4 to 912.2, **inclusive, of the** Government Code. (Ord. 3977 § 1 (part), 1989)

1.05.070 Claim form.

Claims under **this** chapter shall be **filed** as specified in this section:

A. Any claim for salaries and wages of county officers and employees shall be presented to the auditor in the number and on the forms prescribed by the auditor. The claim shall be certified by the head of the department or **office** in which the officer or employee is employed.

B. Any claim for mileage, travel **and** other expenses of county employees shall be presented to the auditor on forms prescribed by the auditor. The claim shall be signed by the claimant and certified by the head of the department or **office** whose appropriations are charged with the expenditure.

C. Any claim for transportation of county officers or employees, wards, prisoners or other authorized persons, payable to public carriers, shall be presented to the auditor on forms prescribed by the auditor. The claims shall be certified by the officer whose appropriations are charged with the expenditure.

D. Any claim for public assistance under any law under which the county administers such assistance shall be presented to the

auditor on forms prescribed by the auditor. Other than for modifications, the auditor may prescribe a procedure eliminating the filing of claims for routine or repetitive public assistance benefits. The claims shall be certified by the officer directing the expenditure. Where the form or forms prescribed by the auditor require the signature **of** the claimant and/or the recipient, either or both signatures may be waived at the discretion of the auditor.

E. Any claim for public assistance under Section 987(a) of the Penal Code or other statute providing for counsel for persons not financially able to employ counsel shall be presented to the auditor on forms prescribed by the auditor. The claims shall be signed by the claimants and **certified** by a judge of the court in which the services were performed that the counsel services were unable to be provided under any existing county contract for indigent **legal** services due to a conflict of interest and that the amount of the claim is reasonable.

F. Any claim for principal or interest shall be based solely upon presentation of the matured bond, interest coupon, or other evidences of indebtedness.

G. Any claim by the state or a department or agency of or by another public entity relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented to the clerk of the board of supervisors. Any other claim by the state or a department or agency thereof or by another public entity shall be presented to the auditor on **forms** prescribed by the auditor and such claim **shall** be certified by the officer directing the expenditure, where appropriate.

H. Any claim for money or damages for loss or damage to personal property **entrust-**

public liability and property damage insurance policies of the county do not otherwise cover, shall be filed with the clerk of the board of supervisors.

I. Any claim for money or benefits under the Workers' Compensation Law (Division 4 of the Labor Code and Title 8 of the California Administrative Code) shall be presented to the risk manager on forms prescribed by the division of industrial accidents or by the risk manager.

J. Wherever in this section certification of a claim is required to be made by the head of a department or office, it shall be deemed to include certification by his designated subordinate; wherever in this section certification is required on a claim, the claimant shall present the claim to the designated officer for certification before presentation to the auditor or risk manager but if within ten days after presentation to such officer the officer has failed or refused to certify the claim, the claimant may present the uncertified claim to the auditor or risk manager including thereon an appropriate notation showing presentation to the designated officer and his failure or refusal to certify,

K. As an alternative procedure to that specified in this section for the filing of any of the foregoing claims, any claimant of a claim under this chapter may file such claim with the clerk of the board of supervisors on the form provided by the auditor or risk manager but need not obtain certification of the claim prior to such filing.

L. Whenever as prescribed in subsection A of this section certification of a claim is required to be made by the head of a department or office for salaries and

wages of county officers and employees and a state of extreme emergency, state of disaster, or state of local disaster exists as defined in Chapter 2.26 of this code, including an emergency resulting from a labor controversy, during the period of such state of extreme emergency, state of disaster, or state of local disaster, including an emergency resulting from a labor controversy, it will be presumed in absence of receipt by the auditor of information to the contrary that no change in the payroll status of the county officers and employees in the department or office has occurred and that work by the officers and employees has been performed during normal working hours. In such event salaries and wages of such county officers and employees may be paid without a certification of a claim from the head of the department or office as otherwise provided. Any amounts paid in excess of salaries and wages due and owing to such county officers and employees by reason of this provision shall be recovered by the county from such county officers and employees in the same manner as other overpayments for salaries and wages are recovered.

M. Whenever, as prescribed in subsection D of this section certification of a claim is required to be made by the director of the human resources agency for public assistance under any law under which the county administers such assistance and a state of extreme emergency, state of disaster, or state of local disaster exists as defined in Chapter 2.26 of this code, including an emergency resulting from a labor controversy, during the period of such state of extreme emergency, state of disaster or state of

1.05.070

local disaster, including an emergency resulting from a labor controversy, **it** will be presumed in the absence of receipt by the auditor of information to the contrary that no change in status of routine or repetitive public assistance benefits has occurred and that such routine or repetitive public assistance benefits are the same as those paid for the period immediately preceding the **state** of extreme emergency, state of disaster, state of local disaster, or emergency resulting from a labor controversy. In such event, routine **or** repetitive public assistance benefits may be paid without a certification of a claim by the director of the human resources agency. Any amounts paid in excess of the public assistance benefits due and owing to persons receiving such benefits by reason of this provision shall be recovered in accordance with rules and regulations of the county and the state department of social welfare applicable to overpayment **of public** assistance. (Ord. 3977 § 1 (part), 1989)

1.05.080 Auditor's duties.

The auditor shall audit and allow or reject claims presented to the auditor under subsections A through F of Section 1.05.070 in lieu of and with the same effect as allowance or rejection by the board. (Ord. 3977 § 1 (part), 1989)

1.05090 Time for action by county officers and claimant.

The auditor, risk manager, or board of supervisors shall act upon any claim **filed** pursuant to this chapter within the time

prescribed by Section 9 12.4 of the Government Code and in the manner prescribed by Section 9 12.6 of that code for action **by** a board, and the failure or refusal of the auditor, risk manager, or board of supervisors to act on a claim shall be the effect stipulated in said Section 912.4. Any action brought by the claimant in the cause of action set forth in any claim filed pursuant to this chapter shall be brought within the time specified in Section 945.6 **of the** Government Code. (Ord. 3977 § 1 (part), 1989)

1.05.100 Reexamination of rejected claims.

The auditor, risk manager, or board of supervisors may, in their discretion, within the time prescribed by Section 945.6 of the Government Code for commencing an action on the **claim**, reexamine a previously rejected claim within their jurisdiction in order to consider settlement of the claim in accordance with Section 913.2 of the Government Code. (Ord. 3977 § 1 (part), 1989)

1.05.110 Contract claims.

In accordance with the authorization granted by Section 930.2 of the **Government** Code, the **following** procedure may be made applicable to the presentation and processing of claims arising out of or relating to contracts and agreements to which the county is a party.

A. Time Limitation. A claim under this chapter based upon the accrual of a cause of action arising from a purchase order or other agreement of the county shall be presented in the manner provided in subsections B and C of this section not later than one year after the

accrual of the cause of action. For the purpose of computing the time limit prescribed by this section the date of accrual of a cause of action which is the subject matter of a claim is the date upon which the cause of action accrued within the **meaning** of the applicable statute of limitations, as defined by Section 901 of the Government Code.

B. Claim Form—Purchase Order Forms. **The** presentation of claims for materials or services furnished in compliance with purchase orders issued by the county shall be as follows:

1. The claimant **shall** file one copy of his invoice with the auditor, Room 100, County Governmental Center, Santa **Cruz, California** 95060.

2. The invoice shall show the following:

a The date service was rendered or materials furnished;

b. The purchase order reference under which the materials. or services were furnished;

c. The claimant's name and post **office** address to which the remittance is to be mailed;

d. A detail of the items invoiced, the unit price, sales tax where applicable, and the total amount claimed.

3. The auditor shall, prior to payment of the invoice, secure the certification of the ordering department of receipt of goods in compliance with the purchase order.

C. Claim Form-Agreements Other **Than** Purchase Orders. If the claim is based upon an agreement other than a purchase order, the claim shall be completed by the claimant by filling in **all** applicable blanks and **shall** be presented by the claimant to the auditor or to the officer or agent to whom the board has given responsibility for administrative supervision of the contract

performance in triplicate, on forms furnished or approved by the auditor. A claim may be **filed** by mail but will not be deemed filed unless and until its actual receipt by the auditor or other authorized officer or agent. The auditor shall secure certification of performance by the administering **officer.** or agent prior to the payment of the **claim.**

D. Action on Contract Claims. If the claim is based upon a purchase order or if the claim is based upon a contract other than a purchase order, it shall be acted **upon** by the auditor within the time prescribed by Section 912.4 and in the manner prescribed by Section 912.6 of the **Government** Code, for action by the board of a local public entity. Should the auditor fail or refuse to act upon the claim, his failure or refusal shall have the effect of the failure or refusal of a board to act as specified in said Section 912.4. Any action brought by the claimant on the cause of action set forth in the claim **shall** be brought within the time specified in Section 945.6 of the Government Code. Should the auditor reject any claim in whole or in part, he shall promptly report in writing thereon to the board. Any claim which is not within the authority of the auditor to allow under the provisions of Article 2 of Chapter 4, Division 3, Title 3 of the **Gov-**ernment Code (commencing with Section 29740) shall not be acted upon by the **audi-**tor but shall be **verified** for mathematical errors by the auditor, preaudited and refer& to the board for action. Sections 911.4 to 912.2 of the Government Code shall apply to all claims under this section.

E. Action on Certain Car Rental Agreement Claims. Notwithstanding subsections B, C and D of this section, claims for **dam-**ages to rental cars under contracts or **agree-**

1.05.110

ments with the county where collision damage waivers are declined shall be administered by the risk manager, subject to the same settlement authority authorized for settlement of tort liability claims under Section 1.05.130. (Ord. 3977 § 1 (part), 1989)

1.05.120 Waiver of waiting period.

The three-day waiting periods prescribed by Sections 29701 and 29742 of the Government Code for consideration of claims and issuance of warrants may be waived by the auditor on any claims against the county of Santa Cruz for money or damages. (Ord. 3977 § 1 (part), 1989)

1.05.130 Action on liability claims.

A. All tort liability claims required to be presented to the county of Santa Cruz under the provisions of the California Tort Claims Act of 1964 (Government Code Section 810, et. seq.) or this chapter shall be filed with the clerk of the board of supervisors.

B. The personnel director or his/her designee of the county of Santa Cruz is authorized to allow, compromise or settle any tort liability claim or other claim for damages or any legal action for damages that is filed against the county of Santa Cruz, its officers or employees; provided:

1. The amount to be paid pursuant to such allowance, compromise or settlement, does not exceed two thousand five hundred dollars and the allowance, compromise or settlement is approved by county counsel; or the amount to be paid is greater than two thousand five hundred dollars, but less than five thousand dollars and the allowance, compromise or settlement is approved by the county counsel and the county administrative officer. If the amount to be

paid exceeds five thousand dollars, the allowance, compromise or settlement must be approved by the board of supervisors;

2. The claim or action is not subject to the terms of an insurance policy wherein the insurer is granted the authority to allow, deny, compromise or settle claims or actions within the scope of such policy.

C. In all claims or actions that are allowed, compromised or settled, the auditor-controller will be responsible upon written order of the county counsel, and in accordance with the terms of such allowance, compromise or settlement, to cause the necessary warrant to be issued upon the treasury of the county of Santa Cruz in any amount for which such tort liability claim or action has been allowed, compromised or settled pursuant to this section. (Ord. 4395 § 1, 1995; Ord. 3977 § 1 (part), 1989)

1.05.140 Action on workers' compensation claims.

A. All county employees making a **claim** for workers' compensation benefits under the provisions of Division 4 (commencing with Section 3200) of the Labor Code shall file such claims with the risk manager, or the Workers' **Compensation** Appeals Board pursuant to Division 4, Chapter 3 of the Labor Code and Title 8, Administrative Code, Section **10400**.

B. The risk manager of the county of Santa **Cruz** is **authorized** to allow, compromise or settle any workers' compensation claim or case that is **filed** against the county of Santa **Cruz**; provided:

1. The amount to be paid pursuant to such allowance, compromise or settlement does not exceed ten thousand dollars;

2. The claim or action is for benefits as defined under the Workers' **Compensation** Laws of the state;

3. The claim or action is not subject to the **terms** of an insurance policy wherein the insurer is granted the authority to allow, deny, compromise or settle claims or actions within the scope of **such** policy; and

4. Any such compromise or settlement is approved by the Workers' Compensation Appeals Board (WCAB).

C. In all workers' compensation claims or actions that are allowed, compromised or **settled**, the county's workers' compensation claims administrator shall, upon order from **the** risk manager, cause the necessary check to be issued from the county's workers' compensation trust account in an amount for which any workers' compensation claim or action has been allowed, compromised or settled and approved by the Workers' Compensation Appeals Board (WCAB). (Ord. 3977 § 1 (part), 1989)

Challenge Grant II Program Evaluation Survey

This survey will become part of your county's Challenge II contract with the Board of Corrections. For purposes of this survey:

- "Program" refers to a defined **set** of interventions that will be given to a specified research sample in order to evaluate well-stated hypotheses.
- "Research Design" refers to the procedures you will use to test the stated hypotheses for your Program. In some instances you will have more than one Research Design for a Program, in which case a separate survey must be completed for each Research Design.
- "**Project**" refers to all the work that you propose to do with Challenge Grant II. For example, if you have two Programs and two Research Designs for each Program, the entire effort would constitute your Project (and you would complete **four** surveys).

To simplify the task of completing this survey, we refer you to several **sources**; 1) the initial Research Design Summary Form, 2) your Program's responses to the technical compliance issues identified during the grant **review**, and 3) the Request for Additional Information form distributed at the Challenge II Evaluators Meeting on June 23, 1999. If no additional information was requested of a particular item on the Research Design Summary Form, enter the original text into the appropriate space below. If more information was requested, provide a more complete response. In either case, please provide the additional information requested by any follow-up question.

1.	County: Santa Cruz	
1a.	Researcher: Abram Rosenblatt, Ph.D.	Phone: (415) 502-6174
	Address: UCSF, 44 Montgomery St. Suite 1450, San Francisco, CA 94104	Fax: (415)502-6177
		E-mail: abram@itsa.ucsf.edu
1b.	Research Manager: Jennifer Rosenblatt, Ph.D.	Phone: (415) 502-6176
	Address: UCSF, 44 Montgomery St. Suite 1450, San Francisco, CA 94104	Fax: (415) 502-6177
		E-mail: jennyr@itsa.ucsf.edu
1c.	Principal Data Collector: Sarah Barry	Phone: (415) 502-6175
	Address: UCSF, 44 Montgomery St. Suite 1450, San Francisco, CA 94104	Fax: (415) 502-6177
		E-mail: smbarr@itsa.ucsf.edu

2. **Program Name:** Current Challenge Grant participants have found it **useful** to pick a name that helps them to create a Program identity (two examples are the "IDEA" Program and the "Home Run" Program). Indicate the title you **will** be using to refer to your Program.

Placement Alternative Resources for Kids Day Treatment Program (PARK)

3. **Treatment Interventions:** Describe the components of the Program that you will be evaluating. Another way of saying this is, "**Describe** how the 'treatment' juveniles (those in the Program) will be treated differently than the comparison juveniles (e.g., more intensive supervision, more thorough assessment, a wider range of services, more aggressive case management, better **aftercare**, etc.)."

The project will provide an effective, scientifically validated comparison of two distinct treatment/supervision modalities for chronic, serious offenders. The grant-funded PARK project will provide an **outcome-based** comparison of a site-based, intensive day treatment model versus a non-sited, community **supervision/family** preservation model. The findings will demonstrate the degree to which integrated, interagency treatment and supervision projects can succeed when delivered in a **centralized** local versus a **diffused, non-site specific** approach.

Youth in the PARK program will receive highly structured and individualized treatment plans that focus on the youth and his or her family, peer contacts, school/vocational performance and neighborhood/community supports.

- 3(a). The table below contains an exhaustive list of interventions that might be part of your Program. Use the appropriate number to distinguish the recipients, if any, of each of these interventions. **If a particular intervention will not be part of your Program, please write a "0" in the box.**

"1" - Treatment group only

"2" - Both groups **with** differences in specific intervention

"3" = Both groups with **no differences** in specific intervention

"4" = Comparison Group Only

2	Multi-disciplinary assessment to identify needs/plan interventions	?	Single point of entry/one-stop service center
1	Day Treatment Center	2	Multidisciplinary case management
0	Community Resource/Service Center	2	Restorative Justice Program
0	Neighborhood based prevention activities	3	Victim mediation/restoration
0	Teen Court	3	Institutional commitment
0	Neighborhood Accountability Boards	2	Transitional care
3	Victim advocacy	0	Voice tracking
1	On-site school	2	Community-oriented problem solving
2	Homework assistance	2	Reconciliation
2	Language proficiency development	1	Rigorous academic program
2	Monitor truancy through contact with schools	2	Tutoring
1	Probation officers on site: Prevention	3	ESL instruction
2	Probation officers on site: Intervention	2	Educational incentives
2	Social skills development	2	Mentoring
2	Life skills counseling	2	Life skills training
2	Youth leadership development	3	Swift and certain response
2	Parenting training - for youth	2	Emancipation skills training
2	Mental health counseling	3	Parenting training - for parents of youth
2	Family counseling	3	Sexual abuse counseling
2	Family counseling with involvement of extended family	2	Parenting counseling
2	Family conferencing	0	Parental prosecution
0	Family re-unification	2	Create multi-family support groups
3	Respite care	3	CPS referral
0	Family mentors	3	Medical services
0	Peer counseling	0	Physical therapy
1	Health education	2	Conflict resolution services
2	Conflict resolution training	3	Financial support
2	Anger management	0	Residential care

2	Finance management training	3	Clothing
2	Housing and food	2	Use of probation volunteers
3	Expedited case assignment and management	2	Vocational counseling
2	Community based restorative justice	2	Employment
2	Vocational training	2	Community service – paid
2	Job placement	2	Community service – unpaid
3	Pay restitution	2	Transportation
2	Intensive probation supervision	2	Behavioral contract
0	Probation supervision, not intensive	3	Speech therapy
2	Recreation activities	2	Outreach workers
2	After school programs	1	Other (Specify): Acupuncture
3	Crisis intervention		Other (Specify):
3	Electronic monitoring		Other (Specify):
2	Alcohol abuse counseling and support		Other (Specify):
2	Substance abuse counseling and support		Other (Specify):
2	Increase PO contact with other community agencies serving the family/youth (e.g., schools, mental health)		Other (Specify):

4. **Research Design:** Describe the Research Design that you will be using. Issues to be addressed here include the name of the design (e.g., true experimental design), the use of random assignment, and any special features that you will include in the design (e.g., the type of comparison group you will use for quasi-experimental designs).

True experimental design with random assignment.

4a. Check (✓) the statement below that best describes your Research Design. If you find that you need to check more than one statement (e.g., True experimental **and** Quasi-experimental), you are using more than one Research Design and will need to complete a separate copy of the survey for the other design(s). Also, check the statements that describe the comparisons you will be making as part of your Research Design.

Research Design (Check One)	
<input checked="" type="checkbox"/>	True experimental with random assignment to treatment and comparison groups
<input type="checkbox"/>	Quasi-experimental with matched contemporaneous groups (treatment and comparison)
<input type="checkbox"/>	Quasi-experimental with matched historical group
<input type="checkbox"/>	Other (Specify)
Comparisons (Check all that apply)	
<input type="checkbox"/>	Post-Program, Single Assessment
<input type="checkbox"/>	Post-Program, Repeated Assessments (e.g., 6 and 12 months after program separation)
<input type="checkbox"/>	Pre-Post Assessment with Single Post-Program Assessment
<input checked="" type="checkbox"/>	Pre-Post Assessment with Repeated Post-Program Assessments (e.g., 6 and 12 months after program separation)
<input type="checkbox"/>	Other (Specify)

4b. If you are using a historical comparison group, describe how you will control for period and cohort effects,

N/A

5. **Cost/Benefit Analysis:** Indicate by checking “yes” or “no” whether or not you will be conducting a Program cost/benefit analysis that includes at least: a) the cost per juvenile of providing the interventions to the treatment and comparison groups; b) the cost savings to your county represented by the effectiveness of the treatment interventions;

and, c) your assessment of the program's future (e.g., it will continue, as is, be changed significantly, be dropped) given the results of the cost/benefit analysis.

Cost/Benefit Analysis	
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

5a. If you will **perform a cost effectiveness** analysis, describe how that analysis will be performed.

The most fundamental analytic questions are whether the PARK program is (a) more cost effective than the comparison program and (b) more cost-effective than traditional out-of-home placement. Utilization will be comprehensively assessed using multiple data sources. Separate estimates of utilization will be provided for **mental** health, social welfare, and juvenile justice services. Service use will be characterized by the **number** and types of services utilized as well as the amount, and duration, and pattern of services utilized. Descriptive analyses will focus on the proportion of service users and non users (e.g., 80% of the youth utilized outpatient, 5% inpatient); the-proportion of episodes of a specific service type (e.g., 65% of the **total** episodes were outpatient); and on distributions of duration or number of episodes (e.g., the mean hospital stay was 4 days, the mean **number** of outpatient sessions was 20). Logistic regression analyses will be used to estimate rates of overall mental health service use and rates of specific service use. The most common dependent variable will be use/non-use of specific services. For such categorical variables, logistic regression models, log-linear models, and other methods for analysis of discrete data as described in Bishop, Fienberg, and Holland (1975) can be used. Logistic regression will be used to model the relationships between individual characteristics and resources, system characteristics and resources, and utilization of services. More detailed models can be built using **Tobit** analyses for cases where the dependent variable might be the number of times a service was utilized in a given time period. **Tobit** analyses will be **useful** in cases where the distribution will contain a large number of persons who utilize no services and number of other persons who utilize a service **1, 2, 3,** or more times.

6. **Target Population:** This refers to the criteria that treatment and comparison subjects must meet in order to be able to participate in the research. Target criteria might include age, gender, risk level, legal history, wardship status, geographical area of residence, etc.

Please provide a detailed description of the criteria you will be using and how you will measure 'those criteria to determine eligibility (e.g., school failure as measured by suspensions/expulsions or by low grade point average)

Court wards between the ages of 14-17 with multiple referrals and at imminent risk of out-of-home placement. Wards will be male and female and at least fifty percent will be Latino. Eighty percent will have serious substance abuse issues and may be gang involved. Crimes of violence will not necessarily be a barrier to admission. Participants will have at least two of the following risk factors: (a) Family Issues: Lack of supervision, control, criminal family influence, family violence, home factors; (b) School problems: attendance, academic, and behavior problems; (c) Substance Abuse: pattern of alcohol and/or drug use; and (d) Delinquency Patterns: gang identification, theft, mnoway, and delinquent pattern.

6a. Describe any standardized instruments or procedures that will be used to determine eliability for Program participation, and the eligibility criteria associated with each (e.g., "high risk" as measured by the XYZ risk assessment instrument, a score of "X" on the CASI, etc.).

Standardized instruments will not be used. Youth will be assessed through a multi-disciplinary process according to the criteria for eligibility described in question 6.

7. **Sample Size:** This refers to the number of juveniles who will participate in the treatment and comparison samples during the entire course of the research. Of course, in any applied research program, subjects drop out for various

reasons (e.g., moving out of the county, failure to complete the program, **etc**). In addition, there will probably be juveniles who participate in the Program you will be researching **and** not be part of the research sample (e.g., they may not meet one or more of the criteria for participation in the research, or they may enter into the Program too late for you to conduct the mandatory minimum of six months follow up of the juvenile after Program completion). **Using the table below**, indicate the number of juveniles who will **complete** the treatment interventions or comparison group interventions, **plus** the minimum six months follow up period. This also will be the number of subjects that you will be including in your statistical hypothesis testing to evaluate the Program outcomes. Provide a breakdown of the sample sizes for each of the three Program years, as well as the total Program. Under **Unit of Analysis**, **check the box** that best describes the unit of analysis you will be using in your design.

Sample Sizes (Write the expected number in each group)		
Program Year	Treatment Group	Comparison Group
First Year	30	30
Second Year	52	52
Third Year	No new youth	No new youth
Total	82	82
Unit of Analysis (Check one)		
<input checked="" type="checkbox"/>	Individual Youth	Family
<input type="checkbox"/>	School	Geographic Area (e.g., neighborhood)
<input type="checkbox"/>	Other	Other:

8. Key Dates:
- "Program Operational" is the date that the first treatment subject will start in the Program.
 - "Final Treatment Completion"* is the date when the last treatment subject in the research sample will finish the interventions that constitute the Program (and before the start of the follow up period).
 - "Final Follow Up Data" is the date when the last follow-up data will be gathered on a research subject (e.g., six months after the last subject completes the treatment interventions or whenever these data will become available).

Program Operational Date: **October 1, 1999**

Final Treatment Completion Date: **December 1, 2001**

Final Data Gathering Date: **June 1, 2002**

9. **Matching** Criteria: Whether or not you are using a true experimental design, please indicate the variables that you will be tracking to assess comparability between the groups. Matching criteria might include: age, gender, **ethnicity**, socioeconomic status, criminal history, parental criminal history, etc.

We will be tracking age, gender, ethnicity, and juvenile offense history.

- 9a. After each characteristic listed above, describe how it will be measured.

Age, gender, and ethnicity data will be collected at the point of intake into the program.

Juvenile offense history will be collected both by the caseworker and through court records prior to the program and arrest rates, court filings, and adjudications will be tracked during and after the program.

- 9b. Which of these characteristics, if unequally distributed between the treatment and comparison groups, would complicate or confound the tests of your hypotheses? How will you manage that problem?

None of these would confound our hypothesis testing. If we find a variable that is a confound, we will use multivariate analysis of covariance (MANCOVA) to manage the problem.

- 9c. If you are using an historical comparison group, describe how you will ensure comparability (in terms of target population and matching characteristics) between the groups.

N/A

10. **Comparison Group:** The intent here is to document the kind of comparison group you will using. If you are **using** a true experimental design, the comparison group will be randomly selected from the same subject pool as the treatment subjects - in that case enter "true experimental design" in the space below. However, for quasi-experimental designs, the comparison group might come from a number of different sources such as: matched schools, matched geographical areas, other matched counties, a matched historical group, etc.

Please identify the source of your comparison group.

True experimental design.

11. **Assessment Process:** The intent here is to summarize the assessment process that will determine the nature of the interventions that the juveniles in the treatment group will receive. For example, psychological testing, multi-agency and/or multi-disciplinary assessments, etc.

The assessment process will be highly individualized and flexible for each individual youth. We will form hypotheses about the youth through the multidisciplinary assessment process and will test these hypotheses through structured individualized outcome-based treatment plans.

- 11a. Describe any standardized assessment instruments that will be administered to all treatment group subjects for the purposes of identifying appropriate interventions.

The Test of Adult Basic Education Skills (TABE) will be the primary educational instrument used for the purpose of identifying appropriate interventions for the youth in the PARR program.

- 1 lb. Identify, which assessment instruments, if any, will also be administered to comparison group subjects.

None will be used.

12. **Treatment Group Eligibility:** Indicate the process by which juveniles will be selected into the pool **from** which treatment subjects will be chosen. This process might include referral by a judge, referral by a school **official**, referral by a law enforcement **officer**, administration of a risk assessment instrument, etc.

Assignment will be made only after a judicial determination that the program would be in the best interest of the individual minor. Referrals will be made by a placement review committee member following a court determination that the minor is at imminent risk of out-of-home placement.

13. **Comparison Group Eligibility:** Indicate the process by which juveniles will be selected into the pool from which comparison subjects will be chosen. For true experimental designs, this process will be the same as for treatment subjects.

Same as for treatment participants.

- 13a. If procedures for determining the eligibility of participants for the Comparison Group differ **from** those described in 12, please describe them. If different procedures are used, how will you ensure comparability of the two groups on critical characteristics?

N/A

Variable	Score/Scale	Additional Information	Significance Test
Juvenile arrests	Count		f-test
Successful probation completion	Count		Chi-square
Completed restitution payments	Count		Chi-square
Completion of court-ordered community service	Count		Chi-square
School attendance	Count		f-test
School grades	Count		f-test
Family function as measured by rate of modification to placement or secure detention	Count		Chi-square
Functional Status	Rating scale	Child Behavior Checklist	f-test

14. **Outcome Variables:** In the table above, list some of the most important outcome variables that you are hypothesizing will be positively affected by your Program. Possibilities include grade point average, truancy, arrest rate, successful completion of probation, petitions sustained, alcohol and drug problems, risk classification, etc.

15. **Score&ale:** To “measure” the effects produced by your Program, you must put the variable in question on **some sort** of measuring scale (e.g., a test score, a count of occurrences, a rating scale, a change score indicating education achievement progress). For each variable for which you are making a hypothesis, indicate in the table above the measurement that you will be statistically analyzing when you test your hypothesis.

16. **Additional Information:** To explain **more** fully how you intend to test your hypothesis, you might find it **helpful** to supply additional information. For example, you might intend to partition the data by gender or make differential hypotheses for different age ranges. Supplying “additional information” is optional; but if there is some aspect of the hypotheses testing that is important for us to know about, please supply it in this section in the table above. --

- 16a. For each outcome variable that will **not** be measured by a standardized assessment procedure, describe the procedures that will be used. For instance, if your county has developed a risk-assessment tool that you will be using to measure change, please describe how it works.

17. **Significance Test:** In order for a statistical procedure to be the appropriate test of a particular hypothesis, certain assumptions must be met. It is critical at the outset of a research design to make sure that the measuring devices, measuring scales, samples, and methodology produce the kind of data that fit the requirements of the intended statistical procedure. In this section in the table above, please list your choice for the testing of your hypothesis, given the research design you have chosen, the measurement you will use, and the data you will be collecting.

Hypotheses: For dichotomous variables (i.e., recidivism), logistic regressions will be used with the independent variable a dummy yes/no variable for program (PARK). Other variables such as length of time in program will be held constant. For continuous dependent variables, MANOVAs will be used with the independent variable specified as PARK program/no PARK program and supplemented with random regression models for variables with sufficient sample size and multiple administrations.

Mental health services will be collected through the mental health billing information system. Services provided directly by the PARR and GROW programs will be tracked through weekly activity logs completed by the caseworkers. School attendance will be monitored as well as grades.

21. What will be the criteria for completion of the program? For instance, will the Program **run** for a specified amount of time irrespective of participants' growth or lack thereof? If so, how long? Alternatively, will completion be determined by the participants' having achieved a particular outcome? If so, what will that outcome(s) be and how will it be measured? Examples are decreased risk as measured by a particular instrument, improved academic performance, etc.

Youth will be in the program for 6 months followed by 90 days of aftercare.

22. If Program completion will be linked to probation terms, how will you record those terms and **identify** adequate completion? Examples include paying restitution, completing a work program, performing community service, etc.

Program completion will not be linked to probation terms, however, a goal of PARR is to help youth make considerable **progress toward completion of probation terms (e.g., paying restitution and court -ordered community service),**

23. On what basis will a subject be terminated from the Program and be deemed to have failed to complete the Program?

Youth will be terminated from the program if there is a public safety issue and/or a court-ordered placement.