



# county of Santa Cruz

0181

## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045

FAX: (408) 454-4642

November 2, 1999

Agenda: November 16, 1999

BOARD OF SUPERVISORS  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

### **FAMILY PRESERVATION AND SUPPORT PROGRAMS: APPROVE CONTRACTS FOR FFY 99/00**

Dear Members of the Board:

As you will recall, the Family Preservation and Support Programs (FPSP) were established by the 1993 Federal Family Preservation and Support Act to offer communities across the country an opportunity to extend integrated service delivery systems in order to strengthen families and improve outcomes for children. On August 17, 1999, your Board approved a three-year plan for the utilization of Santa Cruz County's FPSP funds from Federal Fiscal Year 1999 through 2001. That three-year plan has now been approved by the State, and the Human Resources Agency has been informed by the Department of Social Services that Santa Cruz County's FPSP allocation for FFY 99/00 is \$181,989 (a 13 % increase over the allocation for FFY 98/99). In accordance with the three-year plan approved by your Board, the Human Resources Agency has negotiated contracts with community-based organizations for the provision of FPSP services in FFY 99/00. The purpose of this letter is to request your Board's acceptance of unanticipated revenue associated with the FPSP allocation, as well as your approval of the contracts for FPSP services.

### **RECOMMENDED FPSP CONTRACTS FOR FFY 99/00**

As you may recall, the Children's Network Cabinet met in April 1999 to review annual outcomes, service and evaluation activities, and to make recommendations for the utilization of FPSP funds in the new three-year plan. The Children's Network recommends that your Board approve the following distribution of FPSP funds for FFY 99/00 (October 1, 1999 through September 30, 2000). Copies of the contracts numbered 1 through 4 are on file with the Clerk of the Board. The contracts numbered 5 and 6 are still being negotiated and will be presented for your Board's approval in December 1999.

1. **Youth Resources Bank--\$44,215**  
To continue administering payments for treatment and intervention services for families with an open Child Protective Services case
2. **Valley Resource Center--\$65,687**  
To continue and expand intensive and volunteer home-based visiting services for parents with young children
3. **United Way of Santa Cruz County--\$36,738**  
To provide coordination and staff support to the Family Resource Center Network, a network of 15 community-based agencies serving families with children
4. **Food and Nutrition Services/Family Health Education Center--\$8,853**  
To continue providing Spanish-language parent education programs and distributing parenting information to parents with newborns and young children
5. **Santa Cruz Community Counseling Center--\$12,000**  
To provide support for the family resource center currently being developed in Watsonville under the collaborative initiative funded by the Answers Benefiting Children (ABC) grant from the State
6. **Foundation of California State University, Monterey Bay Institute for Community Collaborative Studies--\$14,496**  
To continue providing technical assistance to the FPSP contractors so that the Matrix model of family functioning is successfully implemented and outcomes for families are carefully evaluated

**RECOMMENDED COMMUNITY-BASED FAMILY RESOURCE AND SUPPORT  
CONTRACT FOR FFY 99/00**

In addition to FPSP funds, for the past three years federal funds have been made available to the County under the Community-Based Family Resource and Support (CBFRS) program. For FFY 99/00, the County's CBFRS allocation is \$12,250. Based on the Children's Network recommendations, in FFY 96/97, 97/98, and 98/99, CBFRS funds were utilized to support a Child Care/Parent Education Pilot Project (CC/PEPP) operated by Food and Nutrition Services/Family Health Education Center. Through this program, childcare services are provided to organizations offering parent education and support programs. In its third year of operation, the CC/PEPP provided on-site childcare for approximately 120 parent education programs, activities, and events. To continue and expand this project, the Children's Network is recommending that Food and Nutrition Services/Family Health Education Center receive FFY 99/00 CBFRS funds in the amount of \$12,250. A copy of the contract is on file with the Clerk of the Board.

## BOARD OF SUPERVISORS

Agenda: November 16, 1999

## FAMILY PRESERVATION AND SUPPORT PROGRAMS

**CONCLUSION**

For the last five years, FPSP and CBFRS funds have comprised a small but critical component of the resources available to preserve and support families in our community. Local needs assessment and planning, with oversight by the Children's Network, has been a central and highly valuable element of the FPSP program. In addition, local service providers have been successful in utilizing FPSP funds to leverage additional funds from foundations and other sources. HRA looks forward to continuing to work with your Board to access these resources and implement much-needed community-based services for families in Santa Cruz County.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached resolution accepting unanticipated revenue in the amount of \$156,735 and appropriate these funds as described in the attached AUD 60;
2. Approve agreements for FFY 99/00 with the Youth Resources Bank (44,215), Valley Resource Center (\$65,687), United Way of Santa Cruz County (\$36,738), and Food and Nutrition Services/Family Health Education Center (\$8,853 and \$12,250 respectively), and authorize the Human Resources Agency Administrator to execute these agreements; and
3. Direct the Human Resources Agency Administrator to return no later than December 14, 1999 for approval of agreements with the Santa Cruz Community Counseling Center and Foundation of California State University, Monterey Bay Institute for Community Collaborative Studies.

Very truly yours,

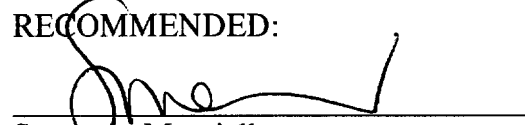


CECILIA ESPINOLA

Administrator

CE/JY: n:\cpsadmin\boardltr\fp sp 99 contracts bos letter.doc

RECOMMENDED:



Susan A. Mauriello

County Administrative Officer

cc: County Administrative Office  
Auditor/Controller  
Children's Network  
Youth Resources Bank  
Valley Resource Center  
United Way of Santa Cruz County  
Food and Nutrition Services/Family Health Education Center

0184

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

RESOLUTION NO. \_\_\_\_\_

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

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from State Dept of  
Social Services for EPSP and CBERP program; and

WHEREAS, the County is recipient of funds in the amount of \$ 156,735  
which are either in excess of those anticipated or are not specifically set  
forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds  
may be made available for specific appropriation by a four-fifths vote of  
the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County  
Auditor-Controller accept funds in the amount of \$ 156,735 into

Department HRA-Social Services/Family Relations

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	392100	0927	Fed-Family Preservation	147,547
001	392400	0884	St-to Local Agencies	9,188

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	392100	4080		Child Protection-Mist	147,547
021	392400	5188		Contrib to Other Agency	9,188

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been  
researched and that the Revenue(s) (has been) (will be) received within the  
current fiscal year.

By [Signature]  
Department Head

Date 11/1/99

COUNTY ADMINISTRATIVE OFFICER

✓ <sup>8</sup> recommended to Board

0185

   Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors ~~of~~ the County of Santa Cruz,  
State of California, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO F O R M :

*[Signature]*  
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

*Ronald J. Silva 11/2/99*  
Auditor-C&troller

Distribution:

Auditor-Controller  
County Council  
County Administrative Officer  
Originating Department

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

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

0186

FROM: Human Resources Agency (Dept.)  
[Signature] (Signature) 11/1/99 (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)  
Food & Nutrition Services/Family Health Education Center  
and 236 Santa Cruz Avenue, Aptos, CA 95003 (Name & Address)
2. The agreement will provide continuing implementation of a Child Care/Parent Education  
Pilot Project
3. The agreement is needed to administer the grant (CBFRP)
4. Period of the agreement is from 10/1/99 to 6/30/2000
5. Anticipated cost is \$ 9,188 (~~Fixed amount; Monthly rate; Not to exceed~~)
6. Remarks: W-9 on file. Contact: J. Harris, x 4741. Federal Fiscal Year Grant. 10/1/99-9/30/00  
99/00 encumber 9,188 00/01 encumber 3,062 TOTAL 12,250
7. Appropriations are budgeted in 392400 (Index#) 5188 (Subobject)

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

Appropriations are available and have been encumbered. \*  
are not will be

Contract No. 91389

Date 11/2/99

\* SUBJECT TO BOARD APPROVAL OF AUD 60

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 11/6/99

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.

**38**

Form - 29 (6/95)

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1 st day of October 199 9 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and FOOD & NUTRITION SERVICES, INC./FAMILY HEALTH EDUCATION CENTER, hereinafter called CONTRACTOR. The parties agree as follows:

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

- Scope of Services - Exhibit A

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

Total Cost of \$12,250 to be paid in four installments on the following dates December 15, 1998 (\$3,063); March 16, 1999 (\$3,063); June 15, 1999 (\$3,062); and September 15, 1999 (\$3,062). Quarterly progress reports shall be submitted on these dates to the HRA Senior Analyst.

3. TERM. Term of this contract shall be October 1, 1998 through September 30, 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

Initials - C E  
CONTRACTOR/COUNTY

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.

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

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

A. Types of Insurance and Minimum Limits

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

\_\_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTORS 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

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

(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

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CONTRACTOR/COUNTY



be deemed to be reasonable.

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

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

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

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to Jodie Harris Senior Analyst, Human Resources Agency, 1400 Emeline Avenue, Santa Cruz, CA 95060."

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

Jodie Harris, Senior Analyst  
Human Resources Agency  
1400 Emeline Avenue  
Santa Cruz, CA 95060

7. 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, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 18), pregnancy, 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, gender, sexual orientation, age (over 18), pregnancy, veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider

Initials:   
CONTRACTOR/COUNTY

0190

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.

Initials:      / CEH  
CONTRACTOR/COUNTY

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

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

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

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

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

13. EXTENSIONS. If additional CBFRP funding becomes available, both parties may agree to extend this Agreement under the same terms and conditions for additional one year periods not to extend beyond September 30, ~~1999~~ 2001, SS

14. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit A: Scope of Services  
Exhibit B: Program Budget

Initials : EQ / CEG  
CONTRACTOR/COUNTY

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

COUNTY OF SANTA CRUZ

CONTRACTOR

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

By:  \_\_\_\_\_

Address: 236 Santa Cruz Ave

Apbs, CA 95002

Telephone: 688-8840

Tax ID#: 94-2460211

APPROVED AS TO INSURANCE:

By: Janet McKinley 10-27-99  
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott  
County Counsel

DISTRIBUTION:

Auditor-Controller  
Contractor

N:\cpsadmin\FPSP\FPSP\F&amp;NCON99.doc

Initials: DR / CEA  
CONTRACTOR / COUNTY

## EXHIBIT A

SCOPE OF SERVICES

1. Continue implementation of a Child Care/Parent Education Pilot Project (CCPEPP) through which child care services will be provided to existing parent education and support services offered throughout the County:
2. Develop a mechanism which will inform service providers of the availability of the CCPEPP; develop application forms to be completed by interested providers; develop criteria for selection; all of the above to be approved by the Child Abuse Prevention Committee of the Children's Network.
2. CCPEPP will consist of two main services:
  - a. the provision of trained, qualified on-site child care providers for young children and their siblings while their parents are in waiting rooms of community-based organizations or attending parent education classes, support groups, or trainings.
  - b. the provision of skilled in-home respite care for parents of special needs and medically fragile children and their siblings while their parents attend parent education classes, support groups, or trainings.
3. In conjunction with Child Development Resource Center (CDRC) establish an ongoing pool of ten qualified child care/parent education providers who must fulfill the following requirements:
  - a. Pass a "Trustline" screening check which shall be administered by CDRC. Created by the California Legislature, the Trustline check is a state-wide strategy which incorporates background checks on potential child care workers including child abuse and criminal history checks. CONTRACTOR shall submit components of Trustline check to COUNTY prior to implementation of the CCPEPP.
  - b. Pass a screening process which assesses candidates in areas of child development, parenting, and cultural competency. CONTRACTOR shall submit information on screening process to COUNTY prior to implementation of the CCPEPP.
  - c. Successfully complete a training course for CCPEPP Trustline child care/parent education providers. Training program shall be developed in consultation with Cabrillo College Early Childhood Education program. Core training curriculum shall include specific information on event-based child care, modeling parent skills, developmental issues for young children, and cultural competency. In addition, each CCPEPP provider shall be trained on the parent education and support

Initials:  /   
CONTRACTOR/COUNTY

services offered by each participating collaborative partner. CONTRACTOR shall continue to submit annual training plan to COUNTY.

- d. All in-home nursing care to medically fragile infants or children with special needs will be provided through licensed nurses who will complete all of the requirements listed in 3 (a), (b), and (c).
4. CONTRACTOR shall work with a representative from each agency to develop a schedule of dates and times when CCPEPP providers are needed.
5. CONTRACTOR shall ensure that collaborative partners utilize CCPEPP providers for a total of 122 sessions over the course of the contract period; sessions must run for a minimum of one and one-half hours; no one collaborative partner shall have access to more than 20 sessions during the contract period; CONTRACTOR shall develop an equitable system of allocating unrequested sessions in a timely manner.
6. CONTRACTOR shall receive requests for CCPEPP providers from designated agency staff members representing the collaborative partners. CONTRACTOR shall make all payments for CCPEPP services directly to the collaborative partner (agency) utilizing the service.
7. CONTRACTOR shall ensure that all CCPEPP services offered are exempt from State of California day care licensing requirements.
8. CONTRACTOR shall develop and implement one standard pre and post test instrument to be completed by parents participating in programs supported by CCPEPP providers. This instrument shall measure changes in satisfaction with event-based child care arrangements. CONTRACTOR shall submit instrument to COUNTY.
9. CONTRACTOR shall assess level of interest for expanding CCPEPP.
10. CONTRACTOR shall make bi-monthly oral reports to the Child Abuse Prevention subcommittee of the Children's Network.
11. CONTRACTOR shall comply with all COUNTY reporting requirements,

Initials:                      /                       
CONTRACTOR/COUNTY

10/28/99

County of Santa Cruz

Exhibit B

0195

CBFRS PROPOSED PROGRAM BUDGET 99/00

Applicant: FOOD & NUTRITION SERVICES, INC.

Program: FAMILY HEALTH EDUCATION CENTER


period: October 1, 1999 to September 30, 2000

EXPENSES:

1. Coordinator Salary - 3 Hrs/Wk @ \$19.81/Hr	2,318
2. Childcare Expense - 795 Hours, 20 Hrs/Wk	7,474
3. Federal Security Checks - 5 Requests	744
4. Printing/Supplies	35
5. Grantee Allocated @ 13.7%	1,678

-----  
12,250

TOTAL PROGRAM EXPENSES:

  
-----  
FNS/Initials

  
-----  
County/Initials

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM:

Human Resources Agency

(Dept.)

*[Signature]*

(Signature)

11/1/99

(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 Human Resources Agency (Agency)  
and, Valley Resource Center, P. O. Box 105, Ben Lomond, CA 95005 (Name & Address)
2. The agreement will provide overall coordination and supervision of Home Visiting Programs,  
training, development of evaluation tools for the Family Preservation and Support  
Program (FPSP)
3. The agreement is needed, to achieve desired results
4. Period of the agreement is from 10/1/99 to 6/30/2000
5. Anticipated cost is \$ 49,266 (Fixed amount, Monthly rate; Not to exceed)
6. Remarks: FFY contract term 10/1/99 - 9/30/2000. 99/00 encumber 49,266 00/01 encumb 16,421  
W-9 on file. Contact: J. Harris, x4741 TOTAL \$ 65,687
7. Appropriations are budgeted in 392100 (Index#) 4080 (Subobject)

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

Appropriations are available and have been encumbered.

Contract No. 91210

Date 11/2/99

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  
HRA Administrator to execute the same on behalf of the Human Resources Agency  
(Agency).

County Administrative Officer

Remarks: GA (Analyst)

By Ull

Date 11/08/99

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.

**38**  
6/95

State of California )  
County of Santa Cruz ) ss

I, \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_

County Administrative Officer

By \_\_\_\_\_ Deputy Clerk



0197

CONTRACT NO. 91210

INDEPENDENT CONTRACTOR AGREEMENT

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

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

see Scope of Services - Exhibit A  
Program Budget - Exhibit B

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

Total Cost of \$65,687 to be paid in 11 monthly installments of \$5,474 and a 12<sup>th</sup> installment of \$5,473. The HRA FPSP Coordinator must approve contractor invoice for payment prior to payment. Quarterly progress reports on required activities shall be submitted to the HRA FPSP Coordinator on the following dates: December 15, 1999; March 16, 2000; June 15, 2000; and September 15, 2000.

3. TERM. Term of this contract shall be October 1, 1999 through September 30, 2000.

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 CONTRACTORS officers, employees and agents

Initials gub / CE  
CONTRACTOR/COUNTY

engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

0198

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.

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

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

A. Types of Insurance and Minimum Limits

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

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

\_\_\_\_\_.

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

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

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

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CONTRACTOR / COUNTY



post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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

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

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

“This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to: Jodie Harris, Analyst, Human Resources Agency, 1400 Emeline Avenue, Santa Cruz, CA 95060.”

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

Jodie Harris, Analyst  
Human Resources Agency  
1400 Emeline Avenue  
Santa Cruz, CA 95060

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 18), pregnancy, 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:

Initials  /   
CONTRACTOR/COUNTY

(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, gender, sexual orientation, age (over 18), pregnancy, 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 40 12) 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

Initials 2HB / CEA  
CONTRACTOR/COUNTY

they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

0207

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:

Exhibit A: Scope of Services  
Exhibit B: Program Budget


Initials   
CONTRACTOR/COUNTY

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

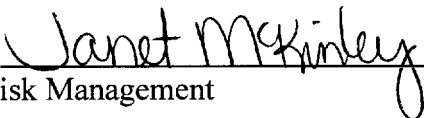
COUNTY OF SANTA CRUZ

CONTRACTOR

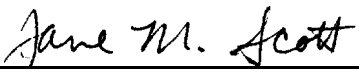
By: \_\_\_\_\_  
Human Resources Agency

By:   
Address: PO Box 105  
Ben Lomond, CA 95005  
Telephone: 336-8895  
Tax ID#: 77- 0193866

APPROVED AS TO INSURANCE:

By:  10.27.99  
Risk Management

APPROVED AS TO FORM:

B. y.   
County Counsel

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

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Initials:   
CONTRACTOR/COUNTY

## EXHIBIT A

SCOPE OF SERVICES

In accordance with the provisions of the County of Santa Cruz Family Preservation and Support Services (FPSP) three-year plan, CONTRACTOR shall provide overall coordination and supervision to ensure that the following outcomes are addressed and services are delivered:

**DESIRED OUTCOMES FOR PROGRAM PARTICIPANTS:**

1. Reduce incidence of child abuse of children ages 0-3
2. Reduce incidence of child neglect of children ages 0-3.
3. Reduce amount of time before child ages 0-3 returns to family (bio, kin or adoptive).
4. Reduce recidivism of children ages 0-3 entering Child Protective Services.
5. Improve parenting skills and knowledge of targeted high risk families with newborns.
6. Improve health, social development, and safety of children ages 0-3.
7. Strengthen the continuity of care provided to parents with children ages 0-3.

**REQUIRED SERVICES AND ACTIVITIES****I. Intensive Home-based Visiting Program**

- A. Provide hospital-based screening and assessment for high risk families with newborns who would benefit from home-based services. Families must live in the five zip code areas of the San Lorenzo Valley which include Boulder Creek, Brookdale, Felton, Zayante/Lompico, Ben Lomond, and Mount Hermon.
- B. Of the total number of families with newborns who receive home-based services, a minimum of 50% must be families with a current or previous case open with Child Protective Services. Other referral criteria for families with children ages 0-3 may include but is not limited to: history of substance abuse; history of mental illness; late or no prenatal care; history of domestic violence; geographic isolation; parent(s) unemployed; inadequate income; unstable housing; education under 12 years;
- C. Collaborate with staff from the Human Resources Agency, Dominican Hospital, Parents Center, private physicians, Central Coast Alliance for Health, Boulder Creek Clinic and community members to ensure that eligible families are identified and service provision coordinated. Special emphasis shall be placed on strengthening the referral process with Dominican Hospital and Boulder Creek Clinic.

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CONTRACTOR/COUNTY

## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO. 91210

At least one volunteer shall be assigned to Dominican to coordinate referrals and provide on-site information and referral.

- D. Employ one full-time Equivalent (FTE) Family Support Worker(s) for a minimum of 40 hours per week to provide home-based services. Minimum qualifications include a bachelor's degree or equivalent life experience. FSW shall be supervised by a Professional Case Manager (Licensed Clinical Social Worker) provided by the Parent's Center.
- E. Provide home-based services to a minimum of 25-30 families with children ages 0-3 which may include but not be limited to the following: make referrals as appropriate; model effective coping skills and parent-child interactions; assess potential problem areas (food, money, transportation, respite child care, health care, counseling, coping skills, conflict resolution, etc.); identify intervention strategies and modify on an as needed basis; track family progress; provide a structured parent education program which includes information and assistance in a number of areas including well baby visits, immunizations, family support programs, infant care information, early childhood education, escort family to health care visits if necessary, arrange for respite care if necessary.
- F. Provide follow-up information and support services to participating families until the newborn reaches five years of age.

## II. Volunteer Home-based Visiting Program - Pilot Project

- A. Collaborate with existing home-based volunteer services to develop a best practices model.
- B. Ensure appropriate training and supervision for volunteers.
- C. Train minimum number of five additional volunteers to provide peer support services to a minimum number of ten families in the targeted San Lorenzo Valley area. Ensure and document use of volunteer services. Support services may include but are not limited to the following: transportation to health care visits, menu planning, respite child care, budget planning, and food/clothing distribution.
- D. Reimburse volunteers for expenses such as mileage and program supplies.
- E. Convene regular team meetings with the professional case manager, family support worker, volunteers, project coordinator, and other appropriate community service providers.
- F. Report on support services rendered by each volunteer; track contact hours and families served. Create tracking tool which links volunteers to specific families.

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## INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO. 91210

**III. Additional Administrative Requirements**

- A. Develop a written evaluation plan (subject to approval by the HRA FPSP Coordinator) which will identify baselines, indicators, timelines, and measurement methodologies. Submit an annual evaluation report, which will track progress towards achieving, stated outcomes.
- B. Continue working closely with the Institute for Community Collaborative Studies and Child Welfare Services to establish whether foster care cost-avoidance has been achieved as a result of home-based program services.
- C. Seek on-going funding to support the continuum of care for families with children ages 0-5.
- D. Comply with reporting requirements specified by the Human Resources Agency.

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CONTRACTOR/COUNTY

**EXHIBIT B**  
**FPSP SFY 1999-2000**  
Agency: VALLEY RESOURCE CENTER

0206

HOME-BASED VISITING PROGRAM	FPSP FUNDED	OTHER FUNDING		Total Proposed Program Budget FY 98-99
<b>SALARIES/BENEFITS</b>				
Basic Account Codes				
7000 Salaries Total	12,776	3,003		15,779
7100 Employee Health/Retirement	2,673	627		3,300
7200 Payroll Taxes	1,293	303		1,596
				20,675
<b>TOTAL SALARIES/BENEFITS:</b>	16,742	3,933		
<b>SERVICES/SUPPLIES</b>				
8000 Professional Fees: Audit		1,374		1,374
8010 Independent Prof. Consult. *	40,285	3,150		43,435
8100 Supplies	670	000		1,029
8200 Telephone	1,421			1,421
8300 Postage & Shipping	300	150		450
8400 Kent	2,097	679		2,776
8500 Utilities	829	300		1,129
8600 Printing & Publications	1,800	310		2,110
8700 Travel & Transportation	705			750
8800 Conferences/Meetings	650			650
8900 Assistance to Individual				
9000 Membership dues	47	94		141
9100 Awards and Grants				
9200 Interest Expense				
9300 Insurance/Bond	141	1,331		1,472
9400 Miscellaneous				
9600 Dist. of Program Costs				
9691 Payment/Affiliated Orgs.				
<b>TOTAL SERVICES/SUPPLIES</b>	<b>48,945</b>	<b>7,747</b>		<b>56,692</b>
<b>GRAND TOTAL EXPENSES:</b>	<b>\$65,687</b>	<b>11680</b>		<b>\$77,367</b>

\*Purchased Services under contract with Par-tents Center

INITIALS \_\_\_\_\_ /  
CONTRACTOR/COUNTY

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0207

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

FROM: Human Resources Agency (Dept.)  
[Signature] (Signature) 11/1/99 (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 Human Resources Agency (Agency)  
Food and Nutrition Services, Inc./Family Health Education Center  
and, 236 Santa Cruz Avenue, Aptos, CA 95003 (Name & Address)
2. The agreement will provide updating of information and referral services and bilingual  
on resource cards for the Family Preservation Support Program (FPSP)
3. The agreement is needed to promote the goals of FPSP
4. Period of the agreement is from 10/1/99 to 9/30/00
5. Anticipated cost is \$ 6,640 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: 1999/2000 FFY contract term to 9/30/2000 99/00 encum 6,640 00/01 encum 2,213  
Contact: J. Harris ext. 4741 TOTAL - \$ 8,853
7. Appropriations are budgeted in 392100 (Index#) 4080 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 91209 Date 11/2/99  
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).

Remarks: [Signature] (Analyst) County Administrative Officer  
By [Signature] Date 11/08/99

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\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1st day of October 1999 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and FOOD AND NUTRITION SERVICES, INC./FAMILY HEALTH AND EDUCATION CENTER hereinafter called CONTRACTOR. The parties agree as follows:

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

see Scope of Services - Exhibit A  
Program Budget - Exhibit B

2. COMPENSATION

In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Total Cost of \$8,853 to be paid in four quarterly installments on the following dates: December 15, 1999 (\$2,214); March 16, 2000 (\$2,213); June 15, 2000 (\$2,213); and September 15, 2000 (\$2,213). Quarterly progress reports shall be submitted on these dates to the HRA Senior Analyst.

3. TERM. The term of this contract shall be October 1, 1999 through September 30, 2000.

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

0209

agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

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

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

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

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(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

Initials:

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CONTRACTOR/COUNTY

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

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

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

(3) All the insurance policies shall be endorsed to contain the following clause: "This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to Jodie Harris, Analyst, Human Resources Agency, 1400 Emeline Avenue, Santa Cruz, CA 95060."

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Initials: JS / CE  
CONTRACTOR/COUNTY

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CONTRACTOR/COUNTY

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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:

Exhibit A: Scope of Services  
Exhibit B: Program Budget

Initials: CB / CE  
CONTRACTOR/COUNTY





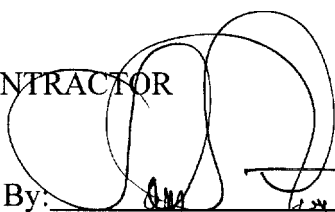
0213

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

COUNTY OF SANTA CRUZ

CONTRACTOR

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

By:  \_\_\_\_\_  
Address: 236 Santa Cruz Ave  
Aptos, CA 95003  
Telephone: 688-8840  
Tax ID#: 94-2460211

APPROVED AS TO INSURANCE:

By: Janet McKinley 10.27.99  
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott  
County Counsel

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

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Initials: JD / CE  
CONTRACTOR/COUNTY

0214

EXHIBIT A  
SCOPE OF SERVICES

In accordance with the provisions of the County of Santa Cruz Family Preservation and Support Services (FPSP) three-year plan, CONTRACTOR shall provide overall coordination and supervision to ensure that the following outcomes are addressed and services are delivered:

**REQUIRED ACTIVITIES FOR CONTINUING TO UPDATE AND DISTRIBUTE THE  
PARENTING RESOURCES SHEET**

1. Actively promote the distribution of these resources to all parents with a newborn in the County of Santa Cruz.
2. Identify other appropriate avenues for distributing resource information for parents with young children; these avenues include but are not limited to school sites and family resource center pilot participant agencies. Based on the recipient target group, resource information may need to be modified.
3. Continue working with health care professionals, hospitals, and service providers to determine procedures for ongoing distribution and information updates. If the evaluation process determines that resource information is helpful, work with these providers to develop long-term funding source and a distribution plan to ensure that resource information will continue to be distributed beyond FPSP.

**TARGETED PARENTING EDUCATION PROGRAM**

1. Develop and deliver an ongoing parent education program which targets the following gap identified by the Child Abuse Prevention Council's 1995/96 FPSP Parent Education Assessment process:
  - Monolingual and Bilingual Spanish Speaking Young Mothers and Fathers;
2. Submit program goals and objectives, and copy of class curriculum or planned activities.
3. Serve a minimum number of 25 parents and offer at least one bi-weekly class or activity for target group; consult with Child Abuse Prevention Subcommittee and Contractor on mix of activities.
4. Develop and implement appropriate evaluation instruments to track program outcomes.

**ADDITIONAL ADMINISTRATIVE REQUIREMENT**

1. Comply with reporting requirements specified by the Human Resources Agency.

Initials: QS / CS  
CONTRACTOR/COUNTY

10/28/99

County of Santa Cruz

Exhibit B

0215

FPSP PROPOSED PROGRAM BUDGET 99/00

Applicant: FOOD & NUTRITION SERVICES, INC.

Program: FAMILY HEALTH EDUCATION CENTER

Period: October 1, 1999 to September 30, 2000


NEW PARENT RESOURCES:

1. Resource Specialist 3 Hrs/Wk @ \$17.93/Hr x 50 Wks	2,690
2. Printing/Supplies/Distribution	350
3. Telephone	44
4. Grantee Allocated	490
	-----
	3,574

SPANISH PARENT EDUCATION:

1. Director/Coord 4 Hrs/Wk @ \$19.81/Hr x 50 Wks	3,962
2. Refreshments/Supplies/Printing	209
3. Occupancy Expense	385
4. Grantee Allocated	723
	-----
	5,279

TOTAL PROGRAM EXPENSES	8,853
------------------------	-------

  
-----  
FNS/Initials

-----  
County/Initials

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

02.

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

FROM: Human Resources Agency (Dept.)  
W. Anne Alcorn (Signature) 11/1/99 (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 Human Resources Agency (Agency)  
and, Youth Resources Bank, P. O. 1844, Capitola, CA 95010 (Name & Address)
2. The agreement will provide case service fund disbursements for Family Preservation and Support  
Program (FPSP)
3. The agreement is needed. to advance funds for disbursement
4. Period of the agreement is from 10/1/99 to 9/30/2000
5. Anticipated cost is \$ 44,215 (~~Fixed amount; Monthly rate; Not to exceed~~)
6. Remarks: FFY contract term 10/1/99 - 9/30/2000. Upon execution, advance \$10,431.  
W-9 on file. Contact: eAnne Alcorn, x4189
7. Appropriations are budgeted in 392100 (Index#) 4080 (Subobject)

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

Appropriations are available and have been encumbered. c t N o 91192 Date 11/2/99  
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  
HRA Administrator to execute the same on behalf of the Human Resources Agency

(Agency).

Remarks: gh (Analyst)

County Administrative Officer  
By gh Date 11/08/99

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_

By \_\_\_\_\_ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

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

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:  
See Scope of Services - Exhibit A
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:
  - a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-county programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
  - b. COUNTY agrees to pay CONTRACTOR a sum not to exceed \$44,215 for administering a Family Preservation Case Services Fund which shall be used to reimburse service providers who have been approved by COUNTY to provide to eligible clients those services outlined in the Scope of Services (Exhibit A) section of this agreement. COUNTY agrees that CONTRACTOR shall retain two thousand five hundred dollars (\$2,500.) of the Family Preservation Case Services Fund as an administrative fee to be paid in full by COUNTY to CONTRACTOR on May 1, 2000.
  - c. The Family Preservation Case Services Fund amount and the administrative fee shall be renegotiated for each subsequent federal fiscal year of this Agreement.
  - d. County agrees to advance CONTRACTOR the sum of \$10,431 upon execution of this Agreement.
  - e. In disbursing funds from the Family Preservation Case Services Fund, CONTRACTOR agrees to assume responsibilities outlined in the Scope of Services (Exhibit A) and COUNTY agrees to assume responsibilities outlined in County Responsibilities (Exhibit B).
  - f. CONTRACTOR agrees to submit monthly expenditure reports on standard COUNTY forms. Reports shall be based on the actual monthly costs of reimbursing service providers. Each report shall be submitted to and approved by the HRA FPSP Coordinator prior to subsequent advances by the COUNTY.
  - g. COUNTY shall monitor fund expenditures, and advance CONTRACTOR in three subsequent increments of \$10,428, \$10,428 and \$10,428 when the balance of Family Preservation Case Services Fund drops below \$3,000.
  - h. No later than 30 days after the end of the contract period, CONTRACTOR agrees to submit a detailed cost report in the format prescribed the Human Resources Agency. CONTRACTOR shall remit any unexpended funds to the COUNTY at the time CONTRACTOR submits cost report.

Initials: LAM / CEg  
CONTRACTOR/COUNTY



3. TERM. The term of this contract shall be October 1, 1999 through September 30, 2000.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

0218

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

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

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of 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 the CONTRACTOR has no employees and certifies to this fact by initialing here

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

LM / CE

Initials: LM / CE  
CONTRACTOR/COUNTY

(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. <sup>0219</sup>

(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:

"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, Human Resources Agency, 1400 Emeline Avenue, Santa Cruz, CA 95060."

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

Jodie Harris, Senior Analyst  
Human Resources Agency  
1400 Emeline Avenue  
Santa Cruz, CA 95060

7. 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, disability, medical condition (cancer related), marital status, gender sexual orientation, age (over 18), pregnancy, veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to

Initials: LMM / CEH  
CONTRACTOR/COUNTY

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, gender, sexual orientation, age (over 18), pregnancy, 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 40 12) 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

Initials: LCM/CEJ  
CONTRACTOR/COUNTY



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.

0221

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:

Exhibit A: Scope of Services

Exhibit B: County Responsibilities

Initials: LM/CE  
CONTRACTOR/COUNTY

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

COUNTY OF SANTA CRUZ

CONTRACTOR

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

By: Lynne C. Miller-mc  
Address: PO Box 1844  
Capitola, CA 95010  
Telephone: 831-454-4234  
TaxID#: 77-0197150

APPROVED AS TO INSURANCE:

By: Jane M. Scott 10-27-99  
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott  
County Counsel

DISTRIBUTION:

County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Contractor

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0223

## EXHIBIT A

SCOPE OF SERVICES

In accordance with the provisions of the County of Santa Cruz Family Preservation and Support Services (FPSP) plan, CONTRACTOR shall furnish the following services:

A. Establish a Family Preservation Case Services Fund

The purpose of the Case Services Fund is to provide flexible, family-based, intensive, time-limited and culturally competent intervention and treatment services to families in crisis who live within the County of Santa Cruz as established by the FPSP five year plan and three year extension. The Human Resources Agency's (HRA) Child Welfare Services (CWS) staff will complete referral forms, assess client and service provider eligibility, and authorize expenditure of funds from the Family Preservation Case Services Fund.

B. In disbursing funds to service providers authorized by the COUNTY for payment through the Family Preservation Case Services Fund, the CONTRACTOR shall be responsible for the following:

1. Require that the COUNTY submit completed Family Preservation Case Services Fund Check request form with a copy of the service provider invoice and corresponding CWS client case number.
2. Release checks to authorized service providers only for case service activities.
3. Pay authorized service providers in the form of a check, payable to the service provider.
4. Submit a monthly expenditure report to contract monitor which shall be jointly developed by COUNTY and CONTRACTOR.
5. Develop procedures for administering the Family Preservation Case Services Fund. These procedures will be subject to review by the County's contract monitor. All Family Preservation Case Service Fund disbursements will have **final** approval by the CONTRACTOR's administrator or her/his designee. No fund checks will be drawn without the CONTRACTOR's administrator or designee's signature.
6. Comply with all County reporting requirements.

Initials: LCM/CE  
CONTRACTOR/COUNTY

0224

EXHIBIT B  
COUNTY RESPONSIBILITIES

- A. In assessing, selecting and referring eligible clients to receive services which will be reimbursed by the CONTRACTOR through the Family Preservation Case Services Fund, the COUNTY shall be responsible for the following:
1. Establishes Client Criteria:  
Families who receive intervention and treatment services through Federal Family Preservation dollars must have a child or children who have previously been or are currently in an **out-of-home** placement. The placements may be voluntary or court-ordered, and include relative, guardian, foster care or group home placements.
  2. Determines Appropriate Event Criteria:  
Eligible families must be facing one or more of the following immediate crises:
    - . Housing/Utility Needs (deposits or one time emergencies)
    - Emotional/Physical Trauma
    - Brief Caretaker Absence
    - Wrap Around Service Activities such as parenting skills, counseling activities, recreation support, tutoring etc.
  3. Assesses and Authorizes Eligible Clients and Service Activities
  4. Establishes Client Dollar Caps:
    - a. No individual client **and/or** family members of a client may receive services which total more than \$3,500 during the contract period.
    - b. Counseling services cannot exceed \$1 000/**family** per year with a maximum of \$75/hour for specialized counseling.
    - c. Approved provider charges cannot exceed client dollar caps or the provider's published service rates.
    - d. Confirm that client has not exceeded specified dollar caps prior to requesting that CONTRACTOR release a check to authorized service provider(s).
  5. Determines Service Provider Requirements:
    - a. Service providers must be licensed or recognized as an expert in their field.
    - b. Selection of providers will be jointly agreed upon by the eligible client and COUNTY.
    - c. Services providers interested in receiving referrals are encouraged to submit a statement of their professional qualifications and a proposed rate schedule to COUNTY.
  6. Authorizes Service Delivery
    - a. Submits to CONTRACTOR completed Family Preservation Case Services Fund Check request form with a copy of the service provider invoice and corresponding CWS client case number.
    - b. COUNTY will provide CONTRACTOR with a list of staff with the authority to authorize the use of Family Preservation Case Services Funds.

Initials: LM / CE  
CONTRACTOR/COUNTY

0225

7. COUNTY agrees to monitor the services provided to eligible clients so that approved service providers shall not exceed \$3,500 in reimbursement from the Family Preservation Case Service Fund for services they provide to a single client and/or their family members during the term of this contract.

Initials: UM / CEK  
CONTRACTOR/COUNTY