



county of Santa Cruz

0,

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

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

November 30, 1999

Agenda: December 14, 1999

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

FAMILY VIOLENCE RESPONSE TEAM: REVENUE AND CONTINUING CONTRACTS FOR FFY 1999/2000

Dear Members of the Board:

As you may recall, for the last three years the Human Resources Agency (HRA) has operated a coordinated Family Violence Response Team (FVRT) in collaboration with Women's Crisis **Support/Defensa** de Mujeres, the Santa Cruz County Sheriffs **Office**, Watsonville Police Department, the District Attorney's **Office**, and Probation. This highly successful team provides immediate intervention to children who witness domestic violence, in order to ensure their safety, offer support services to their families, and break the generational cycle which often results when children grow up and become perpetrators and victims of domestic violence. The program was originally supported by a three-year grant from the State Department of Social Services, which expired on September 30, 1999. The State has notified us that they will renew the grant for an additional year (October 1, 1999 through September 30, 2000) in the amount of \$168,599 (See Attachment 1). This letter seeks your Board's approval to accept and appropriate the revenue from the Department of Social Services for FFY 99/00.

At this time we are also seeking your approval to continue subcontracting with Women's Crisis **Support/Defensa** de Mujeres in the amount of \$57,941 to provide counseling and educational services for FVRT families, and with Applied Survey Research in the amount of \$10,000 to perform evaluation activities. The remaining \$100,658 will be used to pay salary and benefits for two HRA Social Workers assigned to the FVRT project.

The attached resolution accepting unanticipated revenue will provide necessary funding for project expenditures from October 1, 1999 through September 30, 2000. Copies of the two subcontracts are on file with the Clerk of the Board.

BOARD OF SUPERVISORS

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December 14, 1999

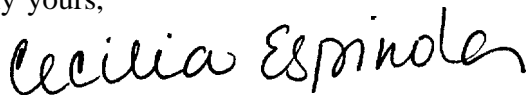
Family Violence Response Team: Revenue and
Continuing Contracts for FFY 1999/00

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IT IS THEREFORE RECOMMENDED that your Board:

1. Adopt the resolution accepting unanticipated revenue in the amount of \$168,599 and appropriate these funds as described in the attached AUD 60;
2. Approve contracts for FFY 1999/00 with Women's Crisis **Support/Defensa** de Mujeres (\$57,941); and Applied Survey Research (\$10,000), and authorize the Human Resources Agency Administrator to execute these contracts; and
3. Authorize the Human Resources Agency Administrator to execute the amendment to Standard Agreement #F 16011 with the State Department of Social Services to provide revenue in the amount of \$168,599 for the period October 1, 1999 through September 30, 2000.

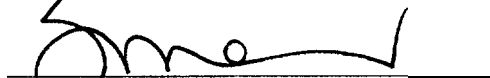
Very truly yours,



CECILIA ESPINOLA
Administrator

N:/ss00/sa00/sheri/fvrt board letter 99-00.doc

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: Auditor's Office
Contractors

DEPARTMENT OF SOCIAL SERVICES

744 P Street, Sacramento, CA 95814



July 26, 1999

Cecilia Espinola, Agency Administrator
County of Santa Cruz Human Resources Agency
1400 Emeline Avenue
Santa Cruz, CA 95060

Dear Ms. Espinola:

This is to confirm my approval to award **\$168,599** to extend Contract **#F16011** between your agency and the California Department of Social Services. The purpose of this extension is to continue the Family Violence Prevention Program. These continuation funds shall be for the budget period beginning on October 1, 1999 and ending on September 30, 2000. This funding level reflects a 10% reduction from the level of funding received for the current budget period (October 1, 1998 through September 30, 1999).

The amendment process for the extension period will include a budget amendment and amendments which you wish to make to your contract's Scope of Work. Your consultant will assist you with the contract amendment process.

We look forward to working with you during this next **phase** of the Family Violence Prevention Program. If you have any questions or require assistance processing the amendment, please contact Ms. Roberta **Badal**, Family Violence Prevention Program Consultant at (916) 445-2862.

Sincerely:

A handwritten signature in cursive script, appearing to read 'Frank Ingram'.

Frank Ingram, Chief
Office of Child Abuse Prevention

c: Ms. Sheri Whitt, Project Coordinator ✓

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**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 California Dept. of Social Service or Family Violence Response Team program; and

WHEREAS, the County is recipient of funds in the amount of \$ 168,599 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 \$ 168,599 to o

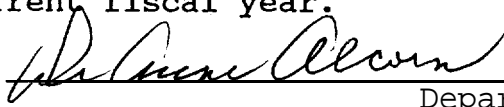
Department HRA/Family Relations.

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	392400	0884	St - to Local Agencies	168,599

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	394000	3615		HRA Overhead	100,658
021	394000	3665		Prof. & Spec	10,000
021	394000	4470		Defensa	57,841

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 
Department Head

Date 11/24/99

☒ Recommended to Board

 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 FORM:

County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Auditor-Controller

12/1/99

Distribution:

Auditor-Controller

County Council

County Administrative Officer

Originating Department

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 Defensa de Mujeres, Inc. hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: To provide ongoing services for families in the Watsonville and Live Oak areas who are cross-reported to Child Protective Services by the Watsonville Police Department and the Sheriffs Department as a result of the Family Violence Response Team project. These services are focused on the impact of domestic violence on children.

See Scope of Services - Exhibit A

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

In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate monthly claims submitted to the Human Resources Agency in accordance with Exhibit "B" ("CONTRACTOR BUDGET"), incorporated herein by reference, to be submitted by CONTRACTOR to COUNTY prior to the release of any payments under this agreement. In no event shall the maximum payment made by the COUNTY to the CONTRACTOR under this Agreement exceed the sum of \$57,941 for the period of October 1, 1999 through September 30, 2000. Quarterly progress reports shall be submitted on following dates December 15, 1999; March 15, 2000; June 15, 2000; and September 15, 2000.

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.

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

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

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

A. Types of Insurance and Minimum Limits

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

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by 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 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: Sheri Whitt, 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:

Sheri Whitt, 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, pregnancy, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, pregnancy, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.

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

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

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

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

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

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the

direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

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

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

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

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

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

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

13. EXTENSIONS. Both parties may agree to extend this contract under the same terms and conditions for additional one year periods not to extend beyond September 30, 2001.

14. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit A: Scope of Services
Exhibit B: Contractor Budget

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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: _____ Defensa de Mujeres, Inc.

Name/Title: Celia B. Organista, Executive Director

Signature: Celia B. Organista

Address: 406 Main St #306

Watsonville, CA 95076

Telephone: (831) 722-4532

Tax ID#: 770272680

APPROVED AS TO INSURANCE:

By: Janet McKinley 10-599
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

DISTRIBUTION: Auditor-Controller
Contractor

Initials:

CKD / CE

EXHIBIT A
SCOPE OF SERVICES

SERVICES

1. Collaborate with Women's Crisis Support to provide ongoing culturally competent services to families in the Watsonville and Live Oak areas served through the Family Violence Response Team (FVRT) project.
2. Work with the referred parent and child(ren) to develop a safety plan for the child(ren).
3. Develop and facilitate an interactive support group in Spanish and English for moms. At a minimum, groups will be offered bi-weekly. Information offered through these groups may include but not be limited to support on custody issues, effects of domestic violence on children, discipline vs punishment, and developing healthy relationships with children through communication, boundaries, and active listening skills. Track attendance.
4. Develop and implement age-appropriate activities that will encourage children of battered parents to put their feelings into words, talk about the violence in their homes, and enhance their communication skills.
5. Develop and implement a children's play group.
6. Make appropriate referrals to support services including but not limited to Parents Center, Youth Services, Mental Health, Fenix Services, and Victim Witness.
7. Work with CPS, Probation and the District Attorney's Office to support availability of services for batterers.
8. Work with referred families with adolescents by coordinating with existing services offered through organizations including but not limited to Youth Services, and the Pajaro Valley Unified School District (PVUSD).
9. Participate in bi-weekly multi-disciplinary team (MDT's) case review meetings with police officers, FVRT collaborative staff representatives, and CPS to ensure the quality of the team response, identification and resolution of problems, and overall program effectiveness.

Initials:


CONTRACTOR COUNTY

TRAINING

1. Provide culturally sensitive training on recognizing and addressing issues of domestic violence.
2. Participate in county-wide cross training sessions sponsored by Child Protective Services and the Watsonville Police Department.
3. Work with FVRT Evaluation Coordinator prior to actual training sessions to ensure that all training activities include evaluation instruments which will assess the effectiveness of training efforts in realizing stated objectives.
4. Participate in all State-sponsored FVRT grant meetings and training sessions.
5. Work with Cabrillo College Early Childhood Education (ECE) program to enhance knowledge regarding developmentally and culturally appropriate services for families and children.
6. Ensure that participating staff receive mandatory training on child abuse reporting requirements.

EVALUATION AND ADMINISTRATION

1. Work closely with the Local FVRT Evaluation Coordinator to implement protocols, statistical tracking programs, and qualitative and quantitative evaluation tools.
2. Comply with all FVRT, County, and State reporting requirements, and statutes and regulations regarding child abuse reporting and confidentiality.

Initials: CPD / CE
CONTRACTOR/COUNTY

Sep 30, 99 04:48p

Defensa de Mujeres

8317224990

p. 2

Fiscal Year: 99/00 Jurisdiction: Santa Cruz County Community Programs - FVRT

0568

Agency: Defensa de Mujeres

Program: Domestic Violence

F. EXPENSES'

Exhibit A. Page 1 of 2

Basic Account Codes:

	Total Agency Budget FY98/99	Total Projected Agency Budget FY99/00	Total Jurisdiction Budget FY 98/99	Total Proposed Jurisdiction Budget FY99/00
SALARIES/BENEFITS				
7000 Salaries Total	\$360,437	\$ 436,925	\$ 44,005	\$ 42,115
7100 Employee Health/Retirement	31,486	39,323	3,960	3,787
7200 Payroll Taxes	30,487	39,323	3,961	3,794
TOTAL SALARIES/BENEFITS:	\$422,410	\$ 515,571	\$ 51,926	\$ 49,696
SERVICES/SUPPLIES				
8000 Professional Fees: Audit	\$ 16,000	\$ 10,000		
80 10 Indep. Prof. Consultants)	29,500	21,320		
8100 Supplies	8,969	8,800	115	115
8200 Telephone	11,500	11,000		
8300 Postage & Shipping	520	700		
8400 Occupancy Total	48,149	49,199	5,900	8,130
8500 Rent/Maintenance of Equip.	300	1,000		
8600 Printing & Publications	500	800		
8700 Travel & Transportation	4,590	7,000		
8800 Conferences/Meetings	3,553	4,500		
8900 Assistance to Individ.	2,593	3,000		
9000 Membership Dues	200	200		
9100 Awards and Grants	0	0		
9200 Interest Expense	700	700		
9300 Insurance/Bond	4,713	6,550		
9400 Miscellaneous ¹	2,300	2,300		
9600 Dist. of Program Costs	0	0		
9691 Payment/Affiliated Orgs.	0	0		
TOTAL SERVICES/SUPPLIES:	134,087	127,069	6,015	8,245
GRAND TOTAL EXPENSES:	\$556,497	\$ 642,640	\$ 57,941	\$ 57,941

1. Please fill out this page for each program funded and a total page.
2. Refer to: Accountinn & Financial Reporting: A Guide for United Way and Not-for-profit Human Service Organizations, Second Edition 1989.
3. Explain 80 10 if included in Proposed Jurisdiction Budget in I. Budget Narrative.
4. Explain 9400 if over 1% of proposed Jurisdiction Budget in I. Budget Narrative.

UPA / CE @

Sep 30 9 9 04:49p

Defensa de Mujeres

8317224990

P-3

0569

Fiscal Year: 99/00 Jurisdiction: Santa Cruz County Community Programs - FVRTAgency: Defensa de MujeresProgram: Domestic Violence**G. POSITIONS AND SALARIES'****Exhibit A. Page 2 of 2**

Please list ONLY the positions and amounts requested **from** this jurisdiction. Indicate with an "X" whether position is a NEW request or EXISTING (**already** funded by **this** jurisdiction). Indicate with an "X" if position is designated as bilingual Only (**BIL**). Total Salaries Requested must match **Salaries** Total (line Item 7000) under **Total** Projected Jurisdiction Budget on Page 5. Please make sure that each row below multiplies correctly and **that** columns add up to the correct amounts. Round **all totals** to the nearest dollar.

POSITION TITLES:	SALARY RATE X	HOURS/ WEEK X	WEEKS/ YEAR =	TOTAL AMOUNT PER YEAR	NEW	EXIST	BIL
1. Executive Director	\$ 27.88	5	52	\$ 7,249		X	X
2. Children & Youth Prog. Mgr.	\$ 15.00	10	52	\$ 7,800		X	X
3. Children's Advocate	\$ 10.45	10	52	\$ 5,434		X	X
4. Crisis Intervention Specialist	\$ 10.45	10	52	\$ 5,434		X	X
5. Counselor	\$ 13.20	10	52	\$ 6,864		X	X
6. Lead Crisis Intervention Specialist	\$ 12.25	10	52	\$ 6,370		X	X
. Crisis Intervention Director	\$ 19.00	3	52	\$ 2,964	X		X
7000 TOTAL SALARIES REQUESTED				\$ 42,115			

CRS / CE 

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Human Resources Agency (Dept.)
Ronald J. Simon 11/24/99 (Signature) (Date)

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

1. Said agreement is between the Human Resources Agency, County of Santa Cruz (Agency)
and Defensa de Mujeres, 406 Main St. #326, Watsonville, Ca 95076 (Name & Address)
2. The agreement will provide ongoing culturally competent services to families in the
Watsonville Area
3. The agreement is needed, to provide FVET services
4. Period of the agreement is from Oct. July 1, 1999 to June 30, 2000
5. Anticipated cost is \$ 57,941 (Fixed amount, Monthly rate, Not to exceed)
6. Remarks: W-9 on file. Contact: S. White
7. Appropriations are budgeted in 392400 (Index#) 4470 (Subobj)

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

Appropriations are available and have been encumbered. * Contract No. 91409 Date 12/1/99
are not will be

SUBJECT TO BOARD APPROVAL OF AUD 60
ATTACHED

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Simon De

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 County of Santa Cruz

Human Resources Agency (Agency).

County Administrative Officer

Remarks:

1- (Analyst)

BY W. Schatz Date 12/5/99

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.

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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
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 _____ County Administrative Officer
Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

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

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: To coordinate the evaluation of a multi-disciplinary Family Violence Response Team (FVRT) which will provide assessment and follow-up services to the victims of domestic violence who have children in the home. The FVRT will be first implemented in South County (Watsonville) and Live Oak (Sheriffs Department Beat 3). The target population is Spanish-speaking women.

·See Scope of Services - Exhibit A

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

Total Cost not to exceed \$10,000. Rate based on a fee of \$50 per hour. Contractor shall submit invoices on a monthly basis followed by quarterly progress reports on required activities on the following dates: December 15, 1999; March 15, 2000; June 15, 2000; and September 15, 2000.

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 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

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

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

____/____.

A. Types of Insurance and Minimum Limits

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

_____.

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

____/____.

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

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

____/____.

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: Sheri Whitt, 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:

Sheri Whitt, 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, pregnancy, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender, sexual orientation, pregnancy, age (over 18), 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

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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 gender, 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.

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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 contract may be amended, modified or changed by written consent of both parties.

13. EXTENSIONS. Both parties may agree to extend this contract under the same terms and conditions for additional one year periods not to extend beyond September 30, 2001.

14. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit A: Scope of Services

Initials: SB/CE
CONTRACTOR/COUNTY **38**

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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: Applied Survey Research
Name/Title: PRESIDENT SUSAN BALESCH
Signature: Susan Bailey
Address: 23 E - BEACH ST
WATSONVILLE, CA 95076
Telephone: 831 - 728-1356
Tax ID#: 94-2711764

APPROVED AS TO INSURANCE:

By: Janet McKinley 10-5-99
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

DISTRIBUTION: Auditor-Controller
Contractor

EXHIBIT A
SCOPE OF SERVICES

In collaboration with FVRT partners, complete the following:

1. Coordinate implementation of the revised Domestic Violence FVRT evaluation plan; provide training to FVRT Advocates and CPS staff on statistical tracking methodologies and computer generation of data; evaluation tracking will be developed using ACCESS computer software program.
2. Consult with all FVRT partners including police officers, advocacy group staff, and CPS to ensure that identified baseline information, performance indicators, tracking tools, and reporting formats are viable and uniformly implemented.
3. Create and collect monthly reporting forms from FVRT advocates; compile and analyze FVRT statistical data; create and distribute quarterly reports to FVRT partners.
4. Develop and implement a stakeholder perception and satisfaction survey which will be used by Women's Crisis Support and Defensa de Mujeres.
5. Attend all State-sponsored FVRT project meetings and trainings.
6. Report to the Child Abuse Prevention Subcommittee of the Children's Network on the status of FVRT evaluation efforts.
7. Comply with all County and State reporting requirements, and statutes and regulations regarding child abuse reporting and confidentiality.

Initials: SPCE
CONTRACTOR/COUNTY

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 11/24/99 (Date)

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

1. Said agreement is between the Human Resources Agency, County of Santa Cruz (Agency)
and Lied Survey Research, 23 East Beach St., Ste 210 Watsonville, CA 95076 (Name & Address)
2. The agreement will provide evaluation of Family Violence Response Team efforts
3. The agreement is needed to provide services for EVRT Project
4. Period of the agreement is from October ~~July~~ 1, 1999 to June 30, 2000
5. Anticipated cost is \$ 10,000 ~~(Fixed Amount)~~ ~~(Monthly Rate)~~ Not to exceed
6. Remarks: Contact S Whitt x4401 W-9 on file
7. Appropriations are budgeted in 392400 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 91411 Date 12/1/99
are not

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 County of Santa Cruz
Human Resources Agency (Agency).

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 12/5/99

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.

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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 _____

BY _____ Deputy Clerk