



# county of Santa Cruz

052

## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

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

November 29, 1999

Agenda: December 14, 1999

### BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

### **CONTRACT FOR CONSULTANT SERVICES TO DEVELOP PUBLIC GUARDIAN POLICIES AND PROCEDURES MANUAL**

Dear Members of the Board:

As you are aware, the Public Guardian's office provides conservatorship services to Santa Cruz County residents who are unable to care for themselves because of physical illness and/or mental disorder. The office is responsible for investigating referrals for **Lanterman-Petris-Short (LPS)** conservatorships and probate conservatorships, carrying out the legal process of filing in court to become conservator, as well as providing ongoing case management to conservatees. As conservator, the Public Guardian is responsible for the management of clients' finances and/or personal affairs including food, clothing, shelter, medical and psychiatric care and other identified areas. The Public Guardian is committed to recovering assets belonging to conservatees which have been either embezzled or misappropriated by relatives, care givers, or trusted friends of the conservatees. In addition, the Public Guardian is responsible for the administration of the Santa Cruz County Representative Payee Program. In this program, the Public Guardian's responsibility is to manage clients' income from the Social Security Administration, SSI and Veterans' Administration. In FY 98/99, the Public Guardian's office managed an average of 474 cases per month, including LPS, probate, and Representative Payee cases.

The work of the Public Guardian's office is complex, technical, and multi-faceted, involving legal mandates and requirements, financial responsibilities relating to the management of conservatees' funds and assets, as well as a wide range of social and medical issues that must be addressed in the management of clients' affairs. Recently, the Human Resources Agency (HRA) has identified a need to develop a comprehensive policies and procedures manual for the Public Guardian's office. Currently, the office lacks a formal manual, leading staff to rely heavily on the knowledge and experience of long-term senior staff. The lack of a policies and procedures manual hinders the training of new staff as well as the ongoing supervision of work in the office. To remedy this situation, HRA proposes to develop a comprehensive policies

BOARD OF SUPERVISORS

Agenda: December 14, 1999

PUBLIC GUARDIAN POLICIES AND PROCEDURES MANUAL

2

0586

and procedures manual for the Public Guardian's office. It is our expectation that this manual will enhance the efficiency of office operations, facilitate the training and supervision of staff, and improve the Chief Public Guardian's ability to control and ensure the quality of work done by the office. In addition, the manual will help to preserve the consistency and continuity of services over time, in spite of staff turnover.

To develop the Public Guardian policies and procedures manual, HRA proposes to contract with Becket and Company, Inc., an accounting, finance and business operations consulting firm in San Jose. The manual will be developed and prepared by Flora G. Becket, Vice President of Becket and Company, in consultation with the Public Guardian staff. Ms. Becket has considerable expertise in the field of Public Guardian and conservatorship services. She has worked in this field for 15 years, and has provided consulting services and developed Public Guardian procedures for the Counties of Santa Clara, San Mateo, and Sacramento. In addition, several years ago, HRA contracted with Ms. Becket to develop Public Guardian accounting procedures for the HRA Fiscal Office. We were pleased with Ms. Becket's work, and HRA continues to use the accounting procedures she developed. Ms. Becket is very knowledgeable about State laws and best practice standards in the Public Guardian field, and is well qualified to prepare the new manual for the Public Guardian's office. We are confident that she will work closely with the Public Guardian staff to produce an excellent document that is tailored to Santa Cruz County's needs.

The proposed contract with Becket and Company is attached for your information. The contractor will bill the County at a rate of \$75 per hour, for a total amount not to exceed \$25,000. We anticipate that the project will be completed by June 30, 2000.

Funding for this project is available from the 1997 settlement received by HRA from the State Department of Health Services in reimbursement for Medical Administrative Claiming for Public Guardian services. At this time, we are requesting that your Board accept and appropriate \$25,000 into the HRA budget for preparation of the Public Guardian Policies and Procedures Manual.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached resolution accepting unanticipated revenue in the amount of \$25,000 and appropriate these funds as described in the attached AUD 60; and
2. Approve the agreement in the amount of \$25,000 with Becket and Company, Inc., and authorize the Human Resources Agency Administrator to execute the agreement.

Very truly yours,



CECILIA ESPINOLA  
Administrator

BOARD OF SUPERVISORS  
Agenda: December 14, 1999  
PUBLIC GUARDIAN POLICIES AND PROCEDURES MANUAL

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CE/JY: n:\ssoo\saoj\judy\becket contract bos letter.doc

RECOMMENDED:



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Susan A. Mauriello  
County Administrative Officer

cc: County Administrative Office  
Auditor/Controller  
Becket and Company, Inc.

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 \_\_\_\_\_  
MAC Settlement Award for Public Guardian program; and

WHEREAS, the County is recipient of funds in the amount of \$ **25,000**  
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 **\$ 25,000** into

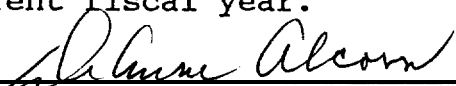
Department HRA/Public Guardian

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	394000	0996	Federal Health Program	<b>25,000</b>

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

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
<b>021</b>	<b>394000</b>	<b>3665</b>		Prof & Spec	<b>25,000</b>

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:

Ronald J. Silver 12/1 99  
Auditor-Controller

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

FROM: Human Resources Agency (Dept.) <sup>0590</sup>  
[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 County of Santa Cruz Human Resources Agency (Agency)  
and Becket and Company, Inc., 417 Avenida Arboles, San Jose, CA 95123-1410 (Name & Address)
2. The agreement will provide consultant services to develop a Public Guardian policies  
and procedures manual
3. The agreement is needed to provide funding for the services
4. Period of the agreement is from 12/14/99 to 6/30/00
5. Anticipated cost is \$ 25,000 (~~Fixed amount; Monthly rate; Not to exceed~~)
6. Remarks: contact J Yokel x 4062
7. Appropriations are budgeted in 394000 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. t N o CO91994 Date 21/1/99  
are not will be  
GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy.

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

Remarks:  
(Analyst) BY \_\_\_\_\_ Date \_\_\_\_\_  
Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*Top opt. 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

CONTRACT NO.

INDEPENDENT CONTRACTOR AGREEMENT

0591

THIS AGREEMENT is entered into this December 14, 1999 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and BECKET AND COMPANY, INC., hereinafter called CONTRACTOR. The parties agree as follows:

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

In accordance with Exhibit B (CONTRACTOR's proposal), prepare a detailed program procedures manual for the Office of the Public Guardian of the County of Santa Cruz, to be in all respects consistent with California law, including at minimum the following policies and procedures:

Conservatorship and Guardianship  
Establishment  
Ongoing case management  
Case termination  
Medical Issues  
Asset and Property Management

After completion of the above procedures, if funds are still available under this contract, CONTRACTOR will prepare additional procedures in accordance with Exhibit B, by agreement with the Human Resources Agency.

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

Total Cost not to exceed \$25,000. Rate based on a fee of \$75 per hour. Contractor shall submit monthly invoices to the Human Resources Agency for payment based on actual hours worked. Invoices shall be submitted to: Judy Yokel, Asst. Division Director, 1400 Emeline Ave., Santa Cruz, CA 95060.

3. TERM. The term of this contract shall be December 14, 1999 through June 30, 2000. The option to extend contract beyond specified term is contingent upon funding and mutual agreement between County and Contractor.

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:

Initials: JS / CEM  
CONTRACTOR/COUNTY

## INDEPENDENT CONTRACTOR AGREEMENT

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

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of 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 CONTRACTORS 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 \_ / \_.

Initials:    /     
CONTRACTOR/COUNTY



# INDEPENDENT CONTRACTOR AGREEMENT

0593

## 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: Judy Yokel, Asst. Division Director, 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:

Judy Yokel, Asst. Division Director  
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, pregnancy, gender, sexual orientation, 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

Initials: B CEJ  
CONTRACTOR/COUNTY

## INDEPENDENT CONTRACTOR AGREEMENT

post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

0594

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, pregnancy, gender, sexual orientation, 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 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

Initials: BCEM  
CONTRACTOR COUNTY

## INDEPENDENT CONTRACTOR AGREEMENT

0595

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

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

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

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

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

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

12. ATTACHMENTS. This Agreement includes the following attachments:  
Exhibit A: Amendment of Comprehensive or Commercial General Liability Insurance Requirement, and Exhibit B: CONTRACTOR's proposal.

Initials: B / CE JV  
CONTRACTOR/COUNTY

INDEPENDENT CONTRACTOR AGREEMENT

0596

SIGNATURE PAGE

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: Becket and Company, Incorporated  
By: Alvin G. Becket, VP  
Address: 417 Avenida Arboles  
San Jose CA 95123-1410

Telephone: 408-226-7397

Tax ID#: 94-2775511

APPROVED AS TO INSURANCE:

By: Janet McKinley 11-2-99  
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott  
Assistant County Counsel

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

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INDEPENDENT CONTRACTOR AGREEMENT CONTRACT NO.

EXHIBIT A

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. , dated December 14, 1999, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and Becket and Company, Inc., (hereinafter called CONTRACTOR) is amended to read as follows:

- / - 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

- / - 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

*fz/CE-jy* 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: Contractor will serve as an independent consultant to prepare a program procedures manual for the Office of the Public Guardian. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective December 14, 1999.

CONTRACTOR COUNTY OF SANTA CRUZ

Becket & Co, Inc By Cecilia Espinola  
By Ilona M. Becket, VP

# PROPOSAL FOR PROCEDURES MANUAL

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SANTA CRUZ COUNTY  
OFFICE OF THE PUBLIC GUARDIAN

# PROPOSAL FOR PROCEDURES MANUAL

05  
QD

OFFICE OF THE PUBLIC GUARDIAN, COUNTY OF SANTA CRUZ

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## PURPOSE OF PROPOSAL

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The Public Guardian wishes to establish formal procedures in order to maintain control and quality of the work done by the Public Guardian's Office. We are pleased to present this proposal.

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## PROPOSED PROCEDURE INDEX

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Attached is a listing of sixty suggested basic procedures for the various functions of the Guardian/Conservator. These titles are fairly general and refer to related functions; some may require more than one procedure. There is no attempt to create a formal numbering scheme at present, as this will require discussion with the Office and compatibility with the general procedural indexing methods of Santa Cruz County.

## TIMING AND COSTS

Since we are not aware of the County's budget for this project, we have outlined basic procedures so that the Office may select those which are most critical to the current operations. Our hourly rate for the requested services is \$75 per hour. While the time required will vary according to the complexity of each procedure, it is estimated that each procedure will average about 3-5 hours to complete (review of initial materials, interviews with staff, preparation of procedure, review by staff and revisions). Invoices will be presented for actual time spent. The documents are to be furnished to the Public Guardian both in written form and on diskette. We understand that there are existing pertinent memos and notes relating to the current operations of the office which will be made available for our review and inclusion in the procedures.

*[Handwritten signature]*  
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## Conservatorship and Guardianship

- *Establishment*
  - LPS Conservatorship Referrals
  - LPS Temporary Conservatorships
  - LPS Conservatorship Investigations
  - LPS - Establishing a Conservatorship
  - Probate Conservatorship Referrals
  - Probate Temporary Conservatorships
  - Probate Conservatorship Investigations
  - Probate - Establishing a Conservatorship
  - Successor Conservatorships
  - Establishing Guardianship
  - Treatment/General Plans
- *Ongoing Case Management*
  - Referring LPS to Probate Conservatorship
  - Minor Children of Conservatees
  - Transportation
  - Rights of Conservatees (marriage, consent to treatment, divorce, wills, contracts, drivers' licenses, etc.)
  - Conservatee Criminal Conduct
  - Missing **Conservatees/Wards**
  - LPS - Reappointments
  - Death of Conservatee
  - Burial Trusts
  - Visiting Clients
  - In-home domestic and medical assistance
- *Case Termination (Voluntary, Involuntary)*
  - LPS - Terminations
  - Probate - Terminations
  - Terminations - Transfer of assets to **Conservatee/** Rep-Payee/ Successor Conservator/ Estate administrator
  - Resigning as Rep-Payee

## Placements

- Placing the client; scope of authority
- Monitoring placements
- Mental Health Treatment - Involuntary Placement
- Admission Agreements with Facilities
- Placement Changes
- Out of State Placements



## Medical

Medical Care and Treatment  
Probate - General Medical Consent Power  
LPS - Routine Medical Consent  
Do Not Resuscitate  
Withdrawing Medical Treatment  
LPS- Psychiatric Treatment and Medication

0601

## Asset and Property Management

Initial Search  
Key Control  
Temporary Storage  
Inventory and Appraisal Preparation  
Sale/Disposal of Personal Property  
Real Property Sales  
Sale of Securities  
Minimal Value Assets  
Vehicles, boats, trailers - Registration, storage  
Rental Property Management  
Disposal of weapons and ammunition  
Disposal of Hazardous Materials; Illegal items  
Auctions  
Conservator-ship Estate Plans  
Releasing Personal Property

## Benefits

Applying for Benefits  
Monitoring Benefits  
Benefits Reports  
Private Pensions  
Private Insurance - purchasing  
Private Insurance - claims

## Accounting and Financial - Basic procedures furnished previously

Tax Preparation

## Administrative

Gifts and Gratuities  
Timekeeping (for TCM, etc.)  
Conservators' Standards of Conduct  
Confidentiality  
Duties of the Conservator/Guardian  
Officer of the Day  
Quality Assurance Reviews  
Mail Procedure  
Case Files - Person  
Personal and Real Property Case Files

