

County of Santa Cruz Ods

HUMAN RESOURCES AGENCY

1000 EMELINE ST., SANTA CRUZ, CA 95060 (631) 454-4130 OR 4544045 FAX: (631) 454-4642 CECILIA ESPINOLA, ADMINISTRATOR

November 30, 1999

Agenda: December 14, 1999

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

APPROVAL OF ADDITIONAL FAMILY PRESERVATION AND SUPPORT PROGRAM CONTRACT RECOMMENDATIONS

Dear Members of the Board:

On November 16, 1999, your Board accepted unanticipated revenue from the federal Family Preservation and Support Programs (FPSP) FFY 99/00 allocation and approved recommendations for four of six contracts in accordance with the three-year FPSP plan presented by the Human Resources Agency (HRA). At that time, your Board directed HRA to return no later than December 14, 1999 for approval of the remaining FPSP contracts which were still in the process of being negotiated. The purpose of this letter is to request your Board's approval of these additional agreements with Food and Nutrition Services, Inc. and with Foundation of California State University, Monterey Bay Institute for Community Collaborative Studies. Copies of these agreements are attached. Revenues were appropriated as part of the November 16, 1999 Board actions.

Food and Nutrition Services, Inc. -- \$12,000

It should be noted that the November 16, 1999 letter to your Board mistakenly identified Santa Cruz Community Counseling Center as the proposed contractor. HRA is correcting this information at this time: we have negotiated an amendment to the existing Answers Benefiting Children (ABC) contract with Food and Nutrition Services, Inc. to include the FPSP funds. In accordance with the approved FPSP plan, these funds will provide an augmentation in support of

BOARD OF SUPERVISORS Agenda: December 14, 1999 APPROVAL OF FPSP CONTRACT RECOMMENDATIONS

the Watsonville Family Resource Center being developed under the collaborative Answers Benefiting Children (ABC) initiative. Funds will be used for rent, utilities, custodial and other Family Resource Center occupancy expenses. 0000

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Foundation of California State University, Monterey Bay Institute for Community Collaborative Studies --\$14,496

Under this agreement, the Institute for Community Collaborative Studies will continue to provide training and technical assistance to Family Resource Center Network (FRCN) member agencies utilizing the Matrix model of family functioning. This model has gained recognition as an effective tool for case management and for evaluation of program outcomes for families.

IT IS THEREFORE RECOMMENDED that your Board:

- 1. Approve an amendment to contract number 9 19 18 with Food and Nutrition Services, Inc. and authorize the Human Resources Agency Administrator to execute the agreement;
- 2. Approve an agreement with Foundation of California State University, Monterey. Bay Institute for Collaborative Studies and authorize the Human Resources Agency to execute the agreement.

Very truly yours,

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CECILIA ESPINOLA Administrator

CE/MS\N:\cpsadmin\BOARDltr\fpsp99-2000 contracts 2.doc

RECOMMENDED:

Susan A. Mauriello County Administrative Officer

Attachments

 cc: County Administrative Office Auditor-Controller Food and Nutrition Services, Inc. Foundation of California State University, Monterey Bay Institute for Community Collaborative Studies

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

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то:	Board of Supervisors County Administrative Officer County Counsel	from:	Human Reso	urces Agency	12/1/99	(Dept.)
	Auditor-Controller	hlu	un a	(Signature)		(Date)
The	Board of Supervisors is hereby requested to approve the	attached a	greement and aut	horize the execution o	f the same.	
	Country of Conto On					
	Said agreement is between the <u>County of Santa Cr</u>					(Agency)
	and. <u>Food</u> - Nutrition Services 236 Santa C			95003	(Name	& Address)
2	The agreement will provide <u>Administrative</u> suppor	t, famil	y resource c	enter coordinati	on, and	
	family leadershin services for the ABC p	<u>roject</u>				
3. 1	The agreement is needed. <u>toximplement</u> the <u>OCAP</u> xx	portion.	of ABC grant	to approve Amer	ndment #1	
	adding \$12,000 of FPSP funds				* t\\$t [₩ \	
	7/1/00			6/30/00		
	Period of the agreement is from $7/1/99$		to	0750700		
5. /	Anticipated cost is \$ <u>60,953</u> (incr of \$9,00 Amendment #1	10)		_ (Fixed amount; Mont	thly rate; Not	to exceed)
6. I	Remarks: <u>contract term 7/1/99-6/30/01</u>	W-9 on 1	file Total (Contract: \$63,95	<u>3 (incr of</u>	\$12,000
	Contact. M. Shipen x4419 01- 392400/5188 - \$10,	404"	202100/2010	¢6 000 (04)		
7.	Appropriations are budgeted? <u>m 392100/5178 - \$25</u> 03- 392100/4080 - \$19	,000 ·	392100/3810 392100/4080x	=	(Subobject)
	NOTE: IF APPROPRIATIONS ARE INS					
Apr	propriation are available and have been encumbered.	Contra	st No-91918	Date	12/1/99	
	are not will be		GARY A. KNUTS	ON, Auditor - Controll	er	
			By Roy	ald J. Silve	}	Deputy.
Pro	posal reviewed and approved. It is recommended that the	Board of ६	Supervisors approv	ve the agreement and	authorize the	
Hu	Human Resources Agency Administrator to (same on behalf of	the	·	
Rer	narks:	ency).	Co	unty Administrative Off	icer 12/	- ,
	(Analyst)	ļ	By CAR	u	Date _ / S	195-
Ag	reement approved as to form. Date					- /
Dist	tribution: Bd. of Supv. • White Auditor-Controller • Blue State of California)				
	County Counsel - Green * County of Santa Cruz Co. Admin. Officer - Canary) ss	officio Clerk of the I	Board of Supervisors of th	ne County of Sa	inta Cruz
	Virginging Dept Goldeniou	hereby certif	y that the foregoing	request for approval of ag	reement was ap	proved by
	'To Orig. Dept. if rejected. in the minutes of said	Board on			nty Administrati	ve Office
	ADM - 29 (6/95)	19 _	Вү		Dep	outy Clerk

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AMENDMENT #1 TO AGREEMENT ANSWERS BENEFITING CHILDREN PROJECT

The County of Santa Cruz, by and through the Human Resources Agency,hereinafter referred to as "COUNTY" and FOOD AND NUTRITION SERVICES, INC., hereinafter referred to as "CONTRACTOR', hereby amend contract number 91918 which provides Answers Benefiting Children (ABC) services from July 1, 1999 through June 30, 2001. The purpose of this amendment is to provide an augmentation in the amount of \$12,000 in federal Family Preservation and Support Program (FPSP) funds and thereby to modify the total contract amount and first year budget. A total of \$9,000 of the FPSP augmentation is included in the modification to the first year budget, and the remaining \$3,000 of the augmentation will be included in the second year budget to be developed in May 2000. The provisions of this Amendment shall be effective from October 1, 1999 through June 30, 2001. All other provisions of said contract shall remain the same.

(A) Paragraph 3.A. is amended to read:

3. BASIS OF PAYMENT

A. In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with Exhibit "A" (FY 1999/2000 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 COUNTY to CONTRACTOR under this Agreement exceed the sum of \$60,953 for the first year period of July 1, 1999 through June 30, 2000. Second year budget will be determined in May 2000 and will include \$3,000 in federal Family Preservation and Support Program (FPSP) funds, and may include carryover of unexpended first year funds.

(B) Exhibit "A" ("FY 199912000 Budget") is amended as attached.

Initials: CONTRACTOR/COUNT

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COUNTY OF SANTA CRUZ

DATED:

DAT<u>ED: 11/23/49</u>

By:				
Human Resources Agency Administrator				
By: CONTRACTOR				
Contractor's Authorized Representative				
Sam Storey, Executive Director				
Typed Name/Title				
Food and Nutrition Services, Inc.				
Organization				
236 Santa Cruz Avenue				
Address				
Aptos, CA 95003				
City State Zip				
(831) 688 - 8840 ext. 240				
Phone				
94-266-2950				
Tax ID #				

APPROVED AS TO FORM:

Ane M. Scott

County Counsel

Distribution: Auditor-Controller Contractor

N:\cpsadmin\abcgrant\fns amend.doc

EXHIBIT 6 FY **1999/2000** BUDGET

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Agency: Food & Nutrition Services, Inc Program: Answers Benefiting Children Project

Line Item Description			
.75 FTE Administrative Assistant ((\$1 1/hr w/25% benefits)	22.308		
Occupancy total (ABC service provider rent, custodial, utilities, security @ La Manzana FRC)			
Materials & Supplies		2,500	
Family Leadership Festival (advertising, outreach, materials/supplies, entertainment, child care, etc.)			
Indirect Costs (grantee allocated @ 13.7%)		7,488	
	Sub-total	62,181	
	Contractor in-kind match (offset of Indirect Costs)		
	TOTAL CONTRACT AMOUNT	60,953	

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Initia<u>ls@/7275</u> CONTRACTOR/COUNTY

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COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

The Board of Supervisors County Administrative Officer County Coursel Auditor-Controller FROM: Fuman Resources Agency (Dept. Auditor-Controller FROM: Fuman Resources Agency (Dept. County Coursel Auditor-Controller FROM: Fuman Resources Agency (Agency Foundation of Calif. State University of Montercy, Institute for Community and Collaborative. Studies, 100 Cappus, Seeside, CA 93955 2. The agreement is between the County of Santa Cruz Human Resources Agency Foundation of Calif. State University of Montercy, Institute for Community and Collaborative. Studies, 100 Cappus, Seeside, CA 93955 2. The agreement will provide training and collaborative services 2. The agreement is needed to achieve program goals - FFSE 4. Period of the agreement is from ID/I/99 9/30/2000 Foundations of Large Difference 5. Anticipated cost is \$ 10.982 (Fixed amount; Monthly rate; Not to excess 6. Remarks: FFY contract Larg 10/1/99 9/30/2000 Foundations are budgeted in 92:00 (Index#) 4080 (Subobject Note: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74 Appropriations are budgeted in 92:00 Contract No. 91347 Date 12/1/99 Doput Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and Resources Agency (Agency Frequence of the agreement approved as to form. Date State Correlify File Administrative officer State Stare Wite Administrative County Administrative State Correlify File County Administrative State Correlify File County Administrative Co		REQUEST FOR	APPROVAL OF	AGREEMENT		QG
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Appropriations Ore not available and have been encumbered. Contract No. 91347 Date 12/1/99 GARY A. KNUTSON, Auditor - Controller By Multice Deputy Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HRA Administrator Deputy (Agency). County Administrative Officer Remarks:						
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HRA Administrator to execute the same on behalf of theHuman_Resources_Agency			Ву	Knold J.	Silvon	Deputy
HRA Administrator to execute the same on behalf of theHuman_Resources_Agency				U		
(Agency). County Administrative Officer Remarks:						
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Auditor-Controller - Blue County Counsel - Green * Co. Admin. Officer - Conory Auditor-Controller - Pink Originoting Dept Goldenrod Ss *To Orig. Dept. if rejected. 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	Distribution:					
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	ADM - 29 (6/95)			-		

CONTRACT NO 9 1347

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 FOUNDATION OF CALIFORNIA STATE UNIVERSITY, MONTEREY BAY (CSUMB) hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following result: To provide ongoing evaluation services for the family preservation and support programs (FPSP) three-year plan.
 - see Exhibit B

2. COMPENSATION

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

Total Cost of \$14,496 to be paid in four quarterly installments on the following dates: December 15, 1999 (\$3,624); March 16, 2000 (\$3,624); June 15, 2000 (\$3,624); and September 15, 2000 (\$3,624).

3. <u>**TERMerm**</u> of this contract shall be Oct<u>ober 1, 1999 through September 30, 2000.</u>

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

5. <u>INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS</u>. 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

Initials: $\frac{CE}{CONTRACTOR/COUNTY}$

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. <u>INSURANCE.</u> 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 _____.

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

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INDEPENDENT CONTRACTOR AGREEMENT

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. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>. 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 1 8), 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 <u>CEL / CECH</u> CONTRACTOR/COUNTY



(1) The CONTRACTOR shall, in all solicitations or advertisements for $\delta_{\mathcal{G}}$ 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 1 S), 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 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 nondiscrimination 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. <u>INDEPENDENT CONTRACTOR STATUS</u>. 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.

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

<u>SECONDARY FACTORS.</u> (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

Initials <u>CEL</u>/<u>E</u> CONTRACTOWCOUNTY

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. <u>NONASSIGNMENT.</u> Contractor shall not assign this Agreement without the prior written consent of the COUNTY.

10. <u>RETENTION AND AUDIT OF RECORDS</u>. 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. <u>PRESENTATION OF CLAIMS</u>. 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
- Exhibit B: Scope of Services



007,

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

COUNTY OF SANTA CRUZ

By: _

Human Resources Agency

CONTRACTOR Foundatin of California State University, Monterey Bay By:

Address: 100 Campus Center, Bldg. 86C

Seaside, CA 93955

Telephone: 831-582-3089

Tax ID#: 77-0387459

APPROVED AS TO INSURANCE:

By: nlux 10-27-99 **Risk Management**

APPROVED AS TO FORM:

ane M. Scott By:

County Counsel

DISTRIBUTION: Auditor-Controller Contractor

N:\CPSADMIN\FPSP\FPSP\ICCSCON.99.doc

Exhibit A

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.91 347

0072

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE REOUIREMENT

Subparagraph 6A(3) of Contract No. 9 1347, dated ______, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and <u>FOUNDATION OF CALIFORNIA</u> <u>STATE UNIVERSITY, MONTEREY BAY (CSUMB)</u>, (hereinafter called CONTRACTOR) is amended to read as follows:

- / - 1. <u>Guest Sneaker Waiver</u>

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. <u>Teacher, Instructor, Trainer Waiver</u>

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.

Eu-10 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: by providing evaluation services for FPSP contractors. 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 October 1, 1999.

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BY Cecilia Espirala g#



EXHIBIT B

ICCS scope of service for the FRCN ICCS / HRA Contract 10/1/99 - 9/30/00 \$14,496.00 - FPSP funds

- 1. ICCS will work with the Tools Committee of the FRCN to establish competencies that agencies will receive in the trainings.
- 2. ICCS will work with the Tools Committee on the indicators identified by the report to Packard as needing refinement.
- 3. ICCS will work with the Tools Committee to develop criteria for participation in training and use of the Matrix.
- 4. ICCS will conduct training sessions for member agencies on use of the Matrix to include.:
 - > Methodology and guidelines for use
 - > Questions to ask when using Matrix
- 5. ICCS will conduct training sessions on entry and aggregation of data. > ICCS will develop a worksheet for each agency that is using the Matrix
- 6. Periodic case conferences with agencies that are being trained in and using the Matrix.
- 7. ICCS will provide limited technical assistance to agencies on the technical part of Matrix use (hardware/software).

INITIALS County Cel County Contractor

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