



# County of Santa Cruz

0317

## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR  
1000 EMELINE ST., SANTA CRUZ, CA 95060  
(408) 4544130 OR 4544045 FAX: (408) 454-4642

January 4, 2000

Agenda: January 25, 2000

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

### **ENHANCEMENTS TO CHILD WELFARE SERVICES PROGRAM: FAMILY CARE WORKER SERVICES, INDEPENDENT LIVING SKILLS PROGRAM (ILSP) AND COMPUTER TRAINING TO ILSP YOUTH**

Dear Members of the Board:

Temporary Assistance for Needy Families (TANF) Incentive Funds are available to expand services that lead to the accomplishment of TANF program purposes. The purpose of this letter is to request your Board's acceptance of unanticipated revenue associated with TANF Incentive Funds and to request your Board's approval of agreements with the Parent's Center, Inc., the Youth Resources Bank and Instructional Access, Inc., to enhance the County's continuum of services to abused and neglected children.

#### **Amendment to Contract Agreement #90962, Enhanced Child Welfare Services - \$60,000**

As you know, the County provides Title IV-E child welfare services for the prevention and treatment of child abuse and neglect, through an agreement with the Parents Center. The Parents Center provides contracted services such as specialized counseling, an after hours protective services hotline and a family care worker program. By mutual agreement with the contractor, the Human Resources Agency (HRA), is now seeking your Board's approval of the attached contract amendment, which provides \$60,000 for enhanced family care worker program services to be provided in FY 99/00. Funding for this contract amendment is provided through TANF Incentive funds, at no additional cost to the County. The proposed amendment is attached for your review.

#### **Contract with the Youth Resources Bank -\$50,000**

As you know, the County operates an Independent Living Skills Program (ILSP), which provides services to prepare foster youth to live independently as they age out of the foster care system. TANF Incentive funds are available at no additional cost to the County, to enhance the provision of special activities and services to ILSP youth. The Human Resources Agency has negotiated a contract with the Youth Resources Bank in the amount of \$50,000 to provide special individualized services such as tutoring, counseling, emancipation services and informational workshops to ILSP participants. The proposed contract is attached for your review.

BOARD OF SUPERVISORS  
Agenda: January 25, 2000  
ENHANCEMENTS TO CHILD WELFARE SERVICES

0318  
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**Contract with Instructional Access--\$29,600**

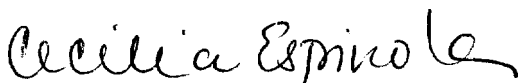
As you recall, on September 21, 1999 your Board approved a contract with Instructional Access, Inc. to provide a weekend computer class designed specifically for foster youth participating in the ILSP. This class provided certified training and computer equipment to 15 foster youth who, upon completion of the class, were eligible to take the Microsoft Office User Specialist examination. The youth experienced a "hands on," intensive computer training program that began when they unpacked the boxes containing new computers and learned how to set up the system and install the necessary software. Participating youth have gone on to pursue activities such as nursing school, employment at a travel agency, and continued computer training at Cabrillo. This program was a great success as it provided foster youth with knowledge, skills, and equipment to further their education and compete effectively in today's job market. After attending this camp our foster youth received far more than a computer and training; they obtained enhanced self esteem and an improved self image which will serve them well for a lifetime.

The Human Resources Agency proposes to make this valuable program available to additional foster youth. TANF Incentive funds are available at no additional cost to the County, to purchase additional specialized computer training services and equipment from Instructional Access, Inc. HRA has negotiated a contract with Instructional Access, Inc. in the amount of \$29,600 to provide a weekend computer camp to 16 additional foster youth. The proposed contract is attached for your review.

IT IS THEREFORE RECOMMENDED that your Board:

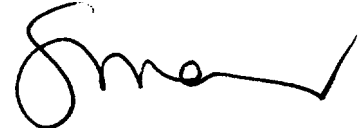
1. Approve the attached resolution accepting unanticipated revenue in the amount of \$139,600 and appropriate these funds as described in the attached AUD 60;
2. Approve an amendment to contract number 90962 with the Parents Center increasing the agreement by \$60,000, and authorize the Human Resources Agency Administrator to execute this amendment; and
3. Approve agreements with the Youth Resources Bank in the amount of \$50,000 and Instructional Access, Inc. in the amount of \$29,600 and authorize the Human Resources Agency Administrator to execute these agreements.

Very truly yours,



CECILIA ESPINOLA  
Administrator

RECOMMENDED:



SUSAN A. MAURIELLO  
County Administrative Officer

0319

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BOARD OF SUPERVISORS  
Agenda: January 25, 2000  
ENHANCEMENTS TO CHILD WELFARE SERVICES

cc: County Administrative Office  
Auditor-Controller  
Parents Center  
Youth Resources Bank  
Instructional Access, Inc.

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

0320

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 CA \_\_\_\_\_ Dept. \_\_\_\_\_  
Social Services for TANP Incentives program; and

WHEREAS, the County is recipient of funds in the amount of \$ 139,600 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 \$ 139,600 t o

Department HRA/ Social Services

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
001	392100	0930	Fed-Cal-Works	139,600

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

T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	392100	5283		other charges	139,600

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

BY *[Signature]*  
Department Head

Date 1-5-00

COUNTY ADMINISTRATIVE OFFICER

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

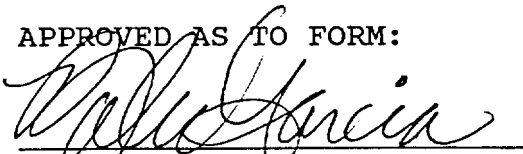
ABSENT: SUPERVISORS

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 1/11/00  
\_\_\_\_\_  
Auditor-C&troller I

Distribution:  
Auditor-Controller  
County Council  
County Administrative Officer  
Originating Department

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0322

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

FROM: County of Santa Cruz Human Resources Agency (Dept.)  
*William Alford* (Signature) (1/11/00 t e )

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

- Said agreement is between the County of Santa Cruz Human Resources Agency (Agency) and, Instructional Access Inc., 320i Franklin Ave., Riverside, CA 92507 (Name & Address)
- The agreement will provide a weekend computer camp for 16 youth participants in the Independent Living Skills Program.
- The agreement is needed, to secure the services. *To meet TANF Objective 3*  
*PIN #093032*
- Period of the agreement is from Jan. 25, 2000 to June 30, 2000
- Anticipated cost is \$ 29,600 (Fixed amount, Monthly rate; Not to exceed)
- Remarks: Contact: Jodie Harris, x4741  
*W9 on file*
- Appropriations are budgeted in 392100 (Index#) 5283 (Subobject)

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

Appropriations are available and have been encumbered. \* Contract No. 092012 Date 1/11/00  
are not will be  
SUBJECT TO APPROVAL OF AUD 60 ATTACHED  
GARY A. KNUTSON, Auditor - Controller  
By *Ronald J. Silva* Deputy.

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

Remarks: *EG* (Analyst) BY *Eh Silva* County Administrative Officer Date 1/11/00  
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.  
**41**  
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 \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 25th day of January, 2000, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and INSTRUCTIONAL ACCESS INC., 3201 Franklin Ave, Riverside, CA 92507, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: provision of special activities that prevent and reduce the incidence of out-of-wedlock pregnancies. This will be accomplished by providing a highly structured "weekend computer camp" providing close supervision when school is not in session, for 16 youth participants in the Independent Living Skills Program for the period January 25, 2000 through June 30, 2000. These activities are intended to provide short-term services and not basic income support, see Attachment A, Scope of Services.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Twenty Nine Thousand Six Hundred Dollars (\$29,600) upon receipt of an invoice following completion of the contracted activities.

3. TERM. Term of this contract shall be January 25, 2000 to June 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 CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance

Initials: AM, CESH  
CONTRACTOR/COUNTY

with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

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

\_\_\_/\_\_\_ - -

A. Types of Insurance and Minimum Limits

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

\_\_\_.

(2) Automobile Liability Insurance for each of 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 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  
1400 Emeline Ave  
Santa Cruz, CA 95061 .”

(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  
1400 Emeline Ave  
Santa Cruz, CA 95061 .”

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, pregnancy, age (over 1 8), 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:

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(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, sex, sexual orientation, age (over 40), 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 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

Initials: *RM/CEW*  
CONTRACTOR/COUNTY

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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. ATTACHMENTS. This Agreement includes the following attachments:

Attachment A: Scope of Services

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Cecilia Espinola, HRA Administrator

By: INSTRUCTIONAL ACCESS INC.

Address 3201 FRANKLIN AVE  
RIVERSIDE, CA 92507

Telephone 909-341-8982

Tax ID#: 33-0792430

APPROVED AS TO INSURANCE:

By: Janet McKinley 1-3-2000  
Risk Management

By: Steve A. Martin

TITLE: STEVE A. MARTIN  
VICE PRESIDENT  
1/4/00

APPROVED AS TO FORM:

By: Jane M. Scott  
County Counsel

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

N:\SS00\SA00\JODIE\ILSP\INST.ACCESS Contract.00.doc

SCOPE OF SERVICES

Instructional Access Inc. shall provide one three day "weekend computer camp" session to a total of 16 youth participants referred from the Independent Living Skills Program and 2 chaperones, on a date to be determined prior to June 30th, 2000.

The session will provide counseling and instruction to youth in a highly supervised and structured environment when school is not in session. Youth will be provided with knowledge and training that will enhance their ability to pursue higher education or self-sustaining employment.

Each of the 16 youth will receive the following: a Pentium 333 Celeron computer (Y2K compliant) with Windows 98, 64 MB RAM, 4.3 GIG Hard Drive, SVGA Monitor, Keyboard, Mouse, 56K Internal Modem, Video/Sound Card/ 14 watt speakers, 32X CD ROM, Office 97, and a color inkjet printer.

Each session includes Microsoft Certified training in Word, Excel, and PowerPoint. Each session includes 2-night hotel accommodations (double occupancy) and all meals.

It is anticipated that the youth participating in this program will have sufficient knowledge and training to pass the *Microsoft Office User Specialist (MOUS) Exam*. Passing the MOUS exam will open educational and vocational doorways for youth as they strive to become self-sufficient, responsible adults.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0330

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

FROM: Human Resources Agency (Dept.)  
*W. Aron Alon* (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 County of Santa Cruz Human Resources Agency (Agency)  
and Youth Resources Bank, P. O. Box 1844, Capitola, CA 95010 (Name & Address)

2. The agreement will provide fund dispersement for specialized activities and services for the  
Independent Living Skills Program.

3. The agreement is needed to advance funds for dispersement.  
TANF OBJECTIVE 3 - 097032 - 2,500  
093032 - 47,500

4. Period of the agreement is from Jan. 25, 2000 to June 30, 2000

5. Anticipated cost is \$ 50,000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: W-9 is on file. Contact: Jodie Harris, x4741

7. Appropriations are budgeted in 392100 (Index#) 5283 (Subobject)

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

Appropriations are available and have been encumbered. \* Contract No. CO 92013 Date 1/11/00  
are not available and will be \_\_\_\_\_  
SUBJECT TO APPROVAL OF AUD 60 ATTACHED  
GARY A. KNUTSON, Auditor - Controller  
By Donald J. Silva Deputy.

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

Remarks: SS (Analyst) By D. Silva e 1/11/00

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

\* For Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_ By \_\_\_\_\_ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 25th day of January 2000 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and the YOUTH RESOURCES BANK, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: provision of special activities and services that prevent and reduce the incidence of out-of wedlock pregnancies. This will be accomplished by providing tutoring, counseling services, specialized emancipation services and informational workshops to youth who are participants in the County's Independent Living Skills Program (ILSP). These activities are intended to provide short-term services and not basic income support, see Exhibit A, Scope of Services.

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

- a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-county programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
- b. COUNTY agrees to pay CONTRACTOR a sum not to exceed \$50,000 for administering an ILSP Discretionary Fund which shall be used to reimburse service providers who have been approved by COUNTY to provide to eligible participants those services outlined in the Scope of Services (Exhibit A) section of this agreement. COUNTY agrees that CONTRACTOR shall retain two thousand five hundred dollars (\$2,500.) of the ILSP Discretionary Fund as an administrative fee to be paid in full by COUNTY to CONTRACTOR on May 1, 2000.
- c. County agrees to advance CONTRACTOR the sum of eleven thousand eight hundred seventy five dollars (\$11,875) upon execution of this Agreement.
- e. In disbursing funds from the ILSP Discretionary Fund, CONTRACTOR agrees to assume responsibilities outlined in the Scope of Services (Exhibit A).
- f. CONTRACTOR agrees to submit monthly expenditure reports on standard COUNTY forms. Reports shall be based on the actual monthly costs of reimbursing service providers. Each report shall be submitted to and approved by the HRA Senior Analyst who coordinates the ILS Program prior to subsequent advances by the COUNTY.
- g. COUNTY shall monitor fund expenditures, and advance CONTRACTOR in three subsequent increments of eleven thousand eight hundred seventy five dollars \$11,875 when the balance of ILSP Discretionary Fund drops below \$4,000.
- h. No later than 30 days after the end of the contract period, CONTRACTOR agrees to submit a detailed cost report in the format prescribed the Human Resources Agency. CONTRACTOR shall remit any unexpended funds to the COUNTY at the time CONTRACTOR submits cost report.

Initials *SEM* / *CEG*  
CONTRACTOR/COUNTY

3. ~~TERM~~ Term of this contract shall be January 25, 2000 through June 30, 2000.

0332

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

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

\_\_\_\_\_

A. Types of Insurance and Minimum Limits

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

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

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

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Initials: ACW CEG  
CONTRACTOR/COUNTY



(3) Comprehensive or Commercial Liability Insurance coverage in the minimum <sup>0333</sup> 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 Jodie Harris, Senior Analyst, Human Resources Agency, 1400 Emeline Avenue, Santa Cruz, CA 95060."

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

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

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, gender sexual orientation, age (over 18), pregnancy, veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following recruitment; advertising; layoff or termination; rates of pay or other forms of

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CONTRACTOR/COUNTY

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compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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

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

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 40 12) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

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

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

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

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

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive 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

Initials: *[Handwritten Signature]* *[Handwritten Signature]*  
CONTRACTOR/COUNTY

employer-employee relationship; and (j) The COUNTY conducts public business.

0335

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. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit A: Scope of Services

Initials: *[Handwritten Signature]*  
CONTRACTOR/COUNTY

0336

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Cecilia Espinola  
Administrator, Human Resources Agency

By: *[Signature]*

Address: P.O. BOX 1844  
Capitola, CA 95010

Telephone: 454-4236

Tax ID#: 77-0197150

APPROVED AS TO INSURANCE:

By: *[Signature]* 1-3-2000  
Risk Management

APPROVED AS TO FORM:

By: *[Signature]*  
County Counsel

DISTRIBUTION:

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

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Initials: *[Signature]* *[Signature]*  
CONTRACTOR/COUNTY

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COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0338

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

FROM: Human Resources Agency (Dept.)  
[Signature] (Signature) 1/11/00 (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, Parents Center, 530 Soquel Avenue, Santa Cruz, CA 95062 (Name & Address)

2. The agreement will provide Family Care Worker Services for TANF OBJECTIVE 4  
PIN # 090032

3. The agreement is needed because the county does not have staff to provide these services.  
To AMEND Contract for TANF enhancement

4. Period of the agreement is from January 25, 2000 to June 30, 2000

5. Anticipated cost is \$ 60,000 <sup>INCR</sup> (TOTAL \$ 200,000) (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: W-9 is on file. AMEND #2

Contact: Jodie Harris, x4741

7. Appropriations are budgeted in 392100 0R16 (140,000) 4080  
(60,000) (Index#) 5283 (Subobject)

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

Appropriations are available and have been encumbered. \* Contract No. 90962 Date 1/11/00  
are not available and will be encumbered. \*  
\* SUBJECT TO APPROVAL OF ATTACHED AUD 60  
GARY A. KNUTSON Auditor - Controller  
By [Signature] Deputy.

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

Remarks: [Signature] (Analyst) By [Signature] Date 1/11/00

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

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Conroy  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod  
\*To Orig. Dept. if rejected.  
ADM 29 (6/95)

State of California )  
County of Santa Cruz ) ss  
I, \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

AMENDMENT #2 TO INDEPENDENT CONTRACTOR AGREEMENT #90962  
TITLE IVE CHILD WELFARE SERVICES

0339

The County of Santa Cruz, by and through the Human Resources Agency, hereinafter referred to as "COUNTY" and Parents Center, Inc., hereinafter referred to as "CONTRACTOR" hereby amend contract number 90962 which provides services from July 1, 1999 through June 30, 2000. The purpose of this amendment is to increase the amount of the contract by \$60,000 of Temporary Assistance for Needy Families (TANF) Incentive Funds in order to increase program activities that encourage the formation and maintenance of two-parent families. The additional services to be provided are family care worker services to families participating in child welfare services.

(A) Paragraph 3, A1 is added to read:

3. BASIS OF PAYMENT

A.1 In addition to section A above and in consideration of additional family care worker services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with Exhibit "A. 1" (TANF Incentive 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 additional payment of TANF Incentive Funds made by COUNTY to CONTRACTOR under this Agreement exceed the sum of \$60,000 annually for the period of January 25, 2000 through June 30, 2000.

(B) Paragraph 3, B 1 is added to read:

B. 1 CONTRACTOR shall submit separate grant request/ expenditure report forms as provided by the COUNTY for activities funded by TANF Incentive Funds.

(C) Exhibit B, paragraph 4.a. is amended to read:

a. The **Family Care Worker Component** will be used as a support service by Human Resources Agency (HRA) Child Welfare staff who will refer clients to the contract agency for in-home services to parents and children to prevent abuse or neglect of children at risk and encourage the formation and maintenance of two parent families. These activities are intended to provide short-term services and not basic income support. The COUNTY will provide funding for CONTRACTOR staff who will recruit, train and supervise additional personnel to teach homemaking and parenting skills to clients where there is an identified potential for abuse. CONTRACTOR will provide, through funding from another source, personnel to teach parents homemaking and parenting skills and encourage the formation and maintenance of two parent families **up to 300 hours per month** to HRA referred clients. Of this amount, 100 hours per month are funded by HRA's annual Child Welfare allocation and 200 hours will be funded by TANF Incentive Funds.

Listed below are those types of services which HRA social workers, as part of the case plan, may request of CONTRACTOR staff:

Initials A G. C. E. H.  
CONTRACTOR/COUNTY

AMENDMENT #2 TO AGREEMENT # 90962

0340

- \* Provide emotional support and companionship.
- \* Encourage and teach clients to use appropriate community resources.
- \* Provide limited child care in a client's home in order to provide care for the children and respite for the parent until more appropriate child care plans can be arranged.
- \* Transportation when necessary in connection with the duties listed above.
- \* Teaching and improving homemaking and housekeeping skills, including assistance in performing light housekeeping tasks.
- \* Modeling and teaching parenting skills.
- \* Provide emergency in-home child care in a client's home until plans for the child can be made.
- \* Supervise visits between Child Welfare Services children and parents.

Typical duties might include, but are not limited to:

- \* Teaching and modeling appropriate behavior and skills.
- \* Teaching and demonstrating to parents:
  - housekeeping skills and standards
  - how to "childproof" a home
  - how to shop and manage money
  - how to prepare low cost nutritious meals.

All other provisions of said contract shall remain the same.

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CONTRACTOR/COUNTY



SIGNATURE PAGE

0341

COUNTY OF SANTA CRUZ

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Cecilia Espinola  
Human Resources Agency Administrator

CONTRACTOR

DATED: \_\_\_\_\_

By: *Juleni Mungler for Carol Frankl*  
CONTRACTOR's Authorized Representative  
Carol Frankl, Executive Director  
Typed Name/Title  
Parents Center  
Organization  
530 Soquel Avenue  
Address  
Santa Cruz, CA 95062  
City State Zip  
426-7322  
Phone  
94-2300871  
Tax ID #

APPROVED AS TO FORM:

*Jane M. Scott*  
Assistant County Counsel

Distribution: Human Resources Agency  
County Administrative Office  
County Counsel  
Auditor-Controller  
Contractor

**EXHIBIT A.1**  
**TANF Incentive Fund Budget**

0342

**SALARIES FOR FAMILY CARE WORKERS**

**3.75 FTE**                      **\$51,000**

**BENEFITS**                      **\$ 9,000**

**TOTAL**                          **\$60,000**

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