



# County of Santa Cruz

## HUMAN RESOURCES AGENCY

1000 EMELINE ST., SANTA CRUZ, CA 95060  
(831) 454-4130 OR 454-4045 FAX: (831) 454-4642

CECILIA ESPINOLA, ADMINISTRATOR

January 25, 2000

Agenda: February 8, 2000

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

### CONTRACT FOR THE PROVISION OF A LITERACY SERVICES PILOT PROJECT

Dear Members of the Board:

The purpose this letter is to request your Board's approval of a contract with the Volunteer Centers of Santa Cruz County to provide literacy and language services to Santa Cruz County CalWORKs clients through the Volunteer Centers' Literacy Program, beginning this fiscal year and continuing through June 30, 2001. This agreement, funded through the Temporary Assistance to Needy Families (TANF) single allocation in the amount of \$90,000, will allow the Volunteer Centers to conduct a pilot project to provide vocationally linked literacy services to CalWORKs participants, and test the effectiveness of short term intensive literacy services in the context of Welfare to Work programs. There is no County cost associated with this project.

As your Board is aware, under the new welfare reform law, assistance is now time-limited, and families have no more than twenty-four months to move from welfare to self-sufficiency. In this context, one of the greatest challenges confronting the Human Resources Agency is to assist CalWORKs participants with low language and literacy skills in developing new job skills. Participants with very limited English language skills are often limited to low-paying or seasonal employment that offers little hope of achieving earnings sufficient to sustain a family.

The Literacy Program of the Volunteer Centers of Santa Cruz County has a long history of providing language instruction to those learning English as a second language. Over the last ten years the Literacy Program has developed a set of employment training language and literacy curricula, the "Pro-Series" which links learning language skills to fast track development of important job skills in the areas of hospitality services, health and home health care. The program is based on educational research demonstrating that the rate of language learning is increased if it is taught in context. The literacy pilot project will incorporate the wide array of services delivered

## BOARD OF SUPERVISORS

2

Agenda: February 8, 2000

Contract for the Provision of a Literacy Services Pilot Project

by the Literacy Program to provide intensive content-based language skill instruction to targeted CalWORKs participants. The pilot project will assess whether giving participants specific job skills and helping them with job placement while increasing their English literacy skills, is an effective strategy to help students pull themselves out of the cycle of poverty that frequently accompanies illiteracy.

HRA has developed an agreement with the Volunteer Centers of Santa Cruz County to serve at least 42 CalWORKs participants with minimal literacy and language skills through June 2001. The total amount of this multi-year contract is \$90,000 of which approximately \$30,000 will be spent in FY 99/00.

IT IS THEREFORE RECOMMENDED that your Board approve the proposed multi-year agreement with the Volunteer Centers of Santa Cruz County in the amount of \$90,000, and authorize the Human Resources Agency Administrator to sign the agreement.

Very truly yours,

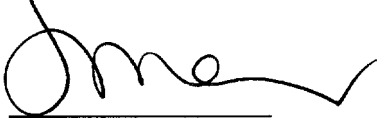


CECILIA ESPINOLA  
Administrator

CE/GM:n:\hra\gm\vc1p00.bos

Attachments

RECOMMENDED:



Susan A. Mauriello  
County Administrative Officer

cc: County Administrative Officer  
Auditor-Controller  
County Counsel

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0285

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

FROM: Human Resources Agency (Dept.)  
[Signature] (Signature) 1/25/00 (Date)

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

- Said agreement is between the Human Resources Agency (Agency) and Volunteer Centers of Santa Cruz CO. 1010 Emeline Ave. Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide Literacy services to eligible CalWORKS families.
- The agreement is needed To operate and administer a literacy services pilot project.  
(Single Allocation Pin # 623032 ).
- Period of the agreement is from 2/8/00 to 6/30/00
- Anticipated cost is \$ 30,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: A multi-year contract 2/8/00 - 6/30/01 totaling \$90,000: FY 99-00 - \$30,000; FY 00-01 - \$60,000. W-9 on file, contact Gary McNeil @ 5459.
- Appropriations are budgeted in 392100 (Index#) 5665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 092017 1/26/00  
are not available and will be encumbered.  
GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy.

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

Remarks: [Signature] (Analyst) By [Signature] Date 1/27/00

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

41

**CONTRACT NO.****SANTA CRUZ COUNTY****AGREEMENT FOR THE PROVISION OF  
A LITERACY SERVICES PILOT PROJECT**

1. PARTIES TO AGREEMENT: The COUNTY OF SANTA CRUZ by and through the Human Resources Agency, hereinafter referred to as "COUNTY," and VOLUNTEER CENTERS OF SANTA CRUZ COUNTY, hereinafter referred to as "CONTRACTOR" hereby agree as follows:

2. TERM OF AGREEMENT: This agreement shall become effective as of February 8, 2000 and shall continue in effect through June 30, 2001, unless sooner terminated in accordance with paragraph 2 1.

3. BASIS OF PAYMENT:

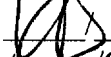
A. In consideration of the services described in Exhibit "A" ("Program Responsibilities and Functions"), COUNTY shall pay CONTRACTOR on the basis of performance based claims submitted to the Human Resources Agency in accordance with Exhibit "B" ("Budget") attached hereto. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this agreement exceed the sum of \$90,000 to provide Literacy services to CalWORKs participants as provided in Exhibit "A". The total amount anticipated for FY 99/00 is \$30,000 based on projected services to participants, and \$60,000 is anticipated for FY 00/01 based on prior year usage and carryover.

B. All fixed assets purchased under this agreement shall become the property of the COUNTY.

C. CONTRACTOR shall submit expenditure report forms as provided by the COUNTY for any payments made under this agreement on a monthly basis in order to receive payment.

D. An expenditure report for the final reporting period of FY 99/00 shall be provided to the COUNTY no later than July 31, 2000 and an expenditure report for the final reporting period of FY 00/01 shall be provided to the COUNTY no later than July 31, 2001.

E. CONTRACTOR may receive a one-time advance not to exceed 25% of the funds allocated for this agreement for FY 99/00 only if it provides a satisfactory fidelity bond in the amount of the advance requested naming the COUNTY as loss payee, an original certificate for

Initials   
Contractor/County

which must be submitted to the COUNTY as part of the advance request and at renewal as in paragraph 8.B.(4). Any amount advanced shall be liquidated in FY99/00 in no more than three equal monthly installments, commencing the month following payment of the advance.

4. DUTIES AND RESPONSIBILITIES:

A. CONTRACTOR agrees to provide employment related services to families and individuals by providing literacy skill assessment and language instruction, among other services as further described in Exhibit "A" ("Program Responsibilities and Functions").

B. CONTRACTOR shall submit evidence of incorporation by the State of California to the COUNTY in order for payments to be made to CONTRACTOR. Payments to CONTRACTOR will not be made if articles of incorporation and a valid tax ID number have not been submitted.

C. CONTRACTOR agrees to comply with all applicable conditions contained in the Memorandum of Understanding which may be agreed upon between COUNTY and CONTRACTOR.

5. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS: CONTRACTOR shall keep and maintain accurate records pertaining to its conduct of the program approved under this agreement. Fiscal records shall be available to COUNTY or any authorized representatives thereof; a CONTRACTOR shall retain records for five (5) years after the expiration of this agreement unless permission to destroy them is granted by COUNTY. CONTRACTOR agrees to make all fiscal, administrative, programmatic and client records available to the County Auditor-Controller, the Human Resources Agency, or to the authorized representatives of the State or Federal government at any time upon request, for the purpose of an audit for verifying CONTRACTOR's compliance with the terms of this agreement. CONTRACTOR agrees to comply with any Federal or State or County audit requirements that may be applicable. The contracting parties shall be subject to the examination and audit of the State Auditor General for a period of not less than three (3) years from the date of termination of this agreement.

6. CONFIDENTIALITY: The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons receiving services under this agreement, except for statistical information not identifying any client. Notwithstanding this provision, CONTRACTOR agrees to provide the COUNTY with client records upon request, for the purpose of verifying compliance with this agreement.

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS: CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the

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Contractor/County

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).

8. 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.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts.

(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.

(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.

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### 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 canceled until after thirty (30) days after the COUNTY shall have received written notice of such cancellation or non-renewal. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to the Human Resources Agency, 1000 Emeline Ave., Santa Cruz, CA 95060, Attn: Gary McNeil.

(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. The timely submission of the insurance certificate is a necessary and material term and condition of this agreement. COUNTY may stop payments under this agreement when certificate of insurance has not been submitted to he COUNTY by CONTRACTOR within fifteen (15) days after effective date of agreement and within fifteen (15) days after expiration date of each required insurance policy. All Certificates of Insurance shall be delivered or sent to the Human Resource Agency, 1000 Emeline Ave., Santa Cruz, CA 95060, Attn: Gary McNeil.

### 9. NON-DISCRIMINATION PROVISIONS:

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A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, pregnancy, disability, medical condition (cancer related), pregnancy, gender, marital status, sex, 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 post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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), pregnancy, gender, marital status, sex, 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, provided by COUNTY upon request) 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.

B. Contractor will comply with the provisions of the Fair Employment an Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder

Initials CD / \_\_\_\_\_  
Contractor/County



(California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining agreement or other agreement.

C. No person shall, on the grounds of gender, race, color religion, national origin, ancestry, pregnancy, disability, medical condition (cancer-related), marital status, sex, sexual orientation, age (over 18), or veteran status be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program conducted under this agreement.

D. CONTRACTOR will implement written complaint procedures regarding the non-discrimination provisions of this agreement within thirty (30) days of its effective date and will provide said procedures in writing to all clients, employees and applicants for employment.

10. PARTISAN POLITICAL ACTIVITIES: No monies, property or services received by CONTRACTOR under this agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

11. RELIGIOUS WORSHIP: In addition to other provisions of this Agreement, the CONTRACTOR:

A. Represents that if it is or may be deemed to be a religious or denominational institution or organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization; and

B. Agrees that, in connection with such essential services and operational costs:

(1) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(2) It will not discriminate against any persons seeking employment training services and related services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(3) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in not religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement.

Initials ICD / \_\_\_\_\_  
Contractor/County

12. COMPLIANCE WITH APPLICABLE LAWS: The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the Federal, State and County governments in operating its programs.

13. SUBCONTRACT AND ASSIGNMENT OF CONTRACT:

A. Contractor shall not assign this Agreement or subcontract any portion thereof without the prior written consent of the COUNTY. Any assignment of or subcontracts under this agreement shall have no force or be effective until so approved and shall be subject to all the provisions of this Agreement, and all applicable State and Federal regulations.

B. In the event any subcontractor is approved for any portion of the activities carried out under this agreement, CONTRACTOR retains the primary responsibility for ensuring the availability and retention of records of subcontractors. It shall be the responsibility of the CONTRACTOR to monitor all activities of the subcontractor to assure services set forth herein are adequately performed. The CONTRACTOR shall assure the proper administration of all services provided by the subcontractor. CONTRACTOR's required reports referenced throughout this agreement shall include information on all subcontractor activities. The CONTRACTOR shall be held responsible by the COUNTY for the performance of any subcontractor.

C. No subcontract utilizing funds from this agreement shall be entered into which has a term extending beyond the ending date of this agreement as set forth in paragraph 2.

D. CONTRACTOR shall assure subcontractor obtains all insurance specified in Paragraph 8 of this agreement. The subcontractor shall obtain the same insurances as required by the CONTRACTOR under this agreement. CONTRACTOR shall require from any subcontractor a written agreement to exonerate, indemnify, defend and hold harmless the County of Santa Cruz in accordance with the full application of Paragraphs 7 and 8 of this contract agreement.

14. CONFLICT OF INTEREST: CONTRACTOR and its employees, and members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this agreement.

15. 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.

Initials CD / \_\_\_\_\_  
Contractor/County

COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

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

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

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

16. PUBLICATIONS, MEDIA PRESENTATIONS: The CONTRACTOR agrees that whenever information related to the program funded under this contract appears in the media or in publication, CONTRACTOR will acknowledge the financial support of the COUNTY.

17. AVAILABLE FUNDS: This agreement is valid and enforceable only if sufficient funds are available to the COUNTY for the period covered by the terms of agreement, as specified in paragraph 2, for the purposes of these programs. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted either by state, federal or County statutes which may affect the provisions, terms or funding of this contract in any manner.

18. MODIFICATIONS AND AMENDMENTS: This Contract shall only be modified or amended by a written document executed by the parties hereto.

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Contractor/County

19. CHOICE OF LAW AND PERSONAL JURISDICTION [County]: This Contract is made in Santa Cruz County and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Contract shall be instituted and prosecuted in the courts of Santa Cruz County.

20. NEW OR REVISED FEDERAL AND STATE REGULATIONS: Should Federal or State regulations touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract shall be amended as needed to assure conformance with such Federal or State requirements.

21. TERMINATION: This Contract may be terminated in whole or in part for any of the following circumstances:

A. Termination for Convenience - Either the County or the Contractor may request a termination for convenience, upon thirty-day advance written notice thereof to the other, or canceled immediately by written mutual consent.

B. Termination for Cause - The County, upon written notice to the Contractor, may immediately terminate this Contract, or any separable part performance under this Contract, should the Contractor fail to perform properly any of its obligations hereunder.

C. Cessation or Reduction of Funding. [County] Notwithstanding Paragraph 19a. above, in the event that Federal, State or other non-County funding for this contract ceases or is reduced, the County may immediately terminate this Contract without prior written notice to the Contractor. This contract may also require programmatic and funding changes due to new or revised legislative action. Any such changes which are necessary shall be incorporated into the contract. All funding provided by this contract is contingent on the availability of State or Federal funds and continued State or Federal authorization for program activities and is subject to amendment or termination due to lack of funds or authorization. In addition, the County may suspend or reduce its payment obligation to the Contractor for non-compliance with the terms and conditions of the Contract.

22. 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.

23. ATTACHMENTS: This Agreement includes the following attachments:

Attachment A: Program Responsibilities and Functions

Attachment B: Budget

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Contractor/County


**SIGNATURE PAGE**

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

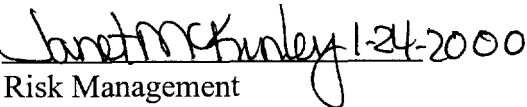
By:   
Karen Delaney, Executive Director  
Volunteer Centers of Santa Cruz County

Address: 1010 Emeline Avenue, Bldg. C  
Santa Cruz, CA 95060

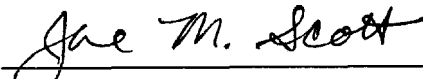
Telephone: (831) 427-5070

Tax ID#: 94-1702678

APPROVED AS TO INSURANCE:

By:  1-24-2000  
Risk Management

APPROVED AS TO FORM:

By:   
County Counsel

DISTRIBUTION:

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

vclpcon00

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Contractor/County

**LITERACY PROGRAM OF THE VOLUNTEER CENTERS OF SANTA CRUZ  
COUNTY  
PROGRAM RESPONSIBILITIES AND FUNCTIONS**

Through its Literacy Program, the VOLUNTEER CENTERS OF SANTA CRUZ COUNTY (CONTRACTOR) shall operate and administer a literacy pilot project which will provide literacy assessment and placement services and language instruction to approximately 30 eligible CalWORKs families per year.

CONTRACTOR agrees to adhere to the following provisions:

- 1). CONTRACTOR, during the term of this contract, shall provide at least 5544 hours of literacy services to CalWORKs participants to assist participants in acquiring language and literacy skills necessary to secure employment or to access employment related training and education.
- 2). Under the provisions of this agreement, CONTRACTOR shall provide approximately 1 584 hours of services to CalWORKs eligible participants in FY 99/00, and approximately 3960 hours of services to participants in FY 00/01. For purposes of this agreement, a claimable hour of literacy services may include assessment of functional literacy level, class/small group instruction, one-to-one tutoring, and supervised conversational lab.
- 3). CONTRACTOR shall assist participants with a variety of literacy services through program activities fully set forth in Attachment 1 to this exhibit. Contractor shall make best efforts to coordinate the services provided through the literacy pilot project with other literacy services delivered by other literacy service providers in, south Santa Cruz County.
- 4). All services provided pursuant to this agreement shall be provided in south Santa Cruz County and coordinated through the Watsonville One Stop Career Center, and shall be available in both English and Spanish.
- 5). CONTRACTOR will submit monthly requests for payment which will identify the number of hours of service provided within thirty days after the end of each service month.
- 6). CONTRACTOR shall provide any monthly, quarterly, and annual statistical, fiscal, and narrative reports to the COUNTY as may be required of other

**EXHIBIT A**

funding sources, if any, for services provided pursuant to this agreement.

- 7). CONTRACTOR shall cooperate with COUNTY in securing appropriate data, including client satisfaction surveys, language skill improvement, program completion rates, and employment outcomes in orders to evaluate the effectiveness of the services provides under this contract.
- 8). CONTRACTOR shall cooperate with COUNTY in the development of a Memorandum of Understanding (MOU) which shall specify working operations and case management coordination between CONTRACTOR and Human Resources Agency program staff.

N:\ . . . HRA\...\VCLPExhibit A.wpd

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CONTRACTOR/COUNTY

# Volunteer Centers of Santa Cruz County Literacy Program

0293

## Literacy Services for CalWORKs Clients Pilot Project

The Literacy Program will serve at least 30 CalWORKs participants per year in a pilot collaboration with the County Human Resources Agency. During the course of the pilot project (from 2/8/00 - 6/30/01) we will identify the mix of services needed to specifically address the different educational needs and career objectives of the clients referred to us. This proposal offers flexibility in the design of services as the project assesses the educational needs of the clients. The pilot program will operate in South County and be executed in close cooperation with the Watsonville One-Stop Career Center staff and center. This pilot will identify and serve CalWORKs participants for whom low literacy and English competency levels are barriers to employment in the following ways:

### 1. Participant Intake

#### A. Through their Case Manager (Employment & Training Specialist)

We will work closely with the Career Works Staff to offer all CalWORKs case managers briefings about our services, information about how to direct potential students to us and the schedule for upcoming classes. Literacy Program staff will make sure all Employment & Training Specialists are made aware of special classes, opportunities for assessment, and drop in labs times by: 1) sending Literacy Program staff to all monthly Operations Management Team Meetings as appropriate; and, 2) posting flyers at the One-Stops and distributing memos to One-Stop staff.

#### B. Through active promotion of our services at the One-Stops & in the Community

The Literacy Program will participate with the One-Stop staff in recruiting CalWORKs for our classes:

- 1) directly from the community — via notices accepting referrals from our contact agencies, flyering in the community, etc., and,
- 2) by posting information (in English & Spanish) in the resource library at the One-Stop and with other agencies there as appropriate.

We will add questions to our student intake form that will help us identify CalWORKs participants eligible for these services.

### 2. Student Assessment and Placement

#### A. Assessment

Our Student Intake & Placement Coordinator will be bilingual in English and Spanish, trained to properly assess students in functional literacy levels using standardized adult learning materials, and able to administrate the necessary CASAS tests on site. Students referred to us will receive a comprehensive learner assessment that covers language and literacy skills within 2 weeks of referral to the program, and will be periodically reassessed to measure progress. Student portfolios will be shared with the student and CalWORKs staff as appropriate.

#### B. Appropriate Placement

For students to be placed appropriately in our workforce literacy and other providers' classes the Intake Coordinators will need to, **in communication with the client's case manager**, evaluate the potential student's:

- 1) level of education in their primary language,
- 2) their literacy skill levels in English (based on how they test), and



3) their career interests and ultimate goals.

Our Intake & Placement Coordinator can help clients set a realistic plan that will move them toward long term goals by engaging them in a series of shorter, goal focused educational services.

We will place CalWORKs clients with a tutor or in a class within 30 days of referral, and will help them develop a tailored learning plan in coordination with their Case Manager.

### C. Scheduling

Clients will be prioritized by consideration of need and time limitations as directed by CalWORKs staff. Literacy Program staff will facilitate coordination between **all** agencies involved (CalWORKs, our agency, Regional Occupations Program and Adult Ed) to see that class timing and student registration and follow-up is accomplished smoothly.

## 3. Menu for Individualized Learning Plans

Our goal is for each learner to get personalized instruction, and to be able to create a plan that works for them. By moving through these various components of the program, students will set and achieve meaningful short term goals — such as completing a 16 week class, or moving from beginning to intermediate levels in basic ESL Literacy with their tutor — that move them towards their ultimate career goal.

### A. Classes/Small Group Instruction

***Classes meet 2x per week for 16 weeks, 3 hours each session. We will determine the frequency of each offering as the year progresses based on student interest and need. All classes will include non-CalWORKs participants, but CalWORKs participants will be given priority placements.***

- **Basic ESL for Beginners**  
Offered as needed at the Literacy Program Learning Center. Taught by volunteer tutors.
- **Home & Institutional Care & Maintenance for Beginning ESL learners**  
1 or 2 classes to be offered the first year.  
Will be taught by Literacy Program paid Instructors, at the One-Stops if possible.
- **Introduction to Health Care Careers**  
1 or 2 classes to be offered the first year. Will be taught by Literacy Program paid Instructors, at the One-Stops if possible.
- **CNA (Certified Nursing Assistant) Pre-Certification**  
Several classes will be offered during the year by the ROP or Adult Ed. We will offer the one-on-one tutoring and language labs which will enable low literacy CalWORKs clients to succeed in these classes and pass their CNA exam. We will publicize upcoming schedules and facilitate CalWORKs student enrollment with other providers.

### B. One-to-One Tutoring

***Tutoring takes place concurrent to, or independently of, classes, 2x per week for 1 to 1.5 hours each session.***

- Literacy Program volunteer tutors will be trained and matched with CalWORKs clients enrolled in classes or who need basic ESL help.
- Tutors meet students at their homes, at the South County Literacy Program site or another location convenient to them.
- Tutors will help students practice their conversation and listening skills, and go over their classwork using role playing, practice conversations and clap the stress techniques.

### C. Supervised Conversational Labs

***1-2 hour Labs for students who need extra help with their conversation and workforce vocabulary skills will be offered weekly on a drop in basis at the Literacy Program Site.***

- Labs would be guided by Literacy Program tutors in a ratio of 1 tutor to every 4 or 5 students.

**D. Self-Study Audio/Visual Labs**

*Tape players and head sets at the One Stops will enable students to drop in and listen to ProSeries learning tapes for additional practice in accent reduction and vocabulary.*

**E. Homework**

***Class instructors will give students 2 hours of homework each week.***

- Homework may include work preparation and research, writing and reading assignments, or use of language labs.

**4. The Literacy Program Pilot Project Shall Evaluate Outcomes by Measuring the Following Indicators:****A. The Literacy Program will monitor:**

- 1) Plan completion — number of students assessed and learning plans completed
- 2) Skill level improvement — as measured by pre and post tests
- 3) Number of students completing a career focused class

**B. CalWORKS will monitor:**

- 1) Participants obtaining employment

**LITERCY PROGRAM OF THE VOLUNTEER CENTERS OF SANTA CRUZ COUNTY  
PILOT PROJECT BUDGET**

Item	FY 99/00 2/8/00-6/30/01	N 00/01	Totals
<b>Hours of Literacy Services</b> (Units of Service)	1584	3960	5544
<b>Cost per Service Unit</b>	\$16.23	\$16.23	
<b>Annual Cost*</b>	\$30,000	\$60,000**	\$90,000

\* Rounded

\*\*Projected. Actual budget amount for FY 00/01 shall be established at the beginning of the fiscal year based on prior year usage.