



county of Santa Cruz

0361

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

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

February 18, 2000

Agenda: March 7, 2000

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

ENHANCEMENTS TO CHILD WELFARE SERVICES PROGRAM

Dear Members of the Board:

As you know, the County provides services to abused and neglected children and their families through its Child Welfare Services (CWS) programs. Temporary Assistance for Needy Families (TANF) Incentive Funds are available to expand services that strengthen families and support long-term self-sufficiency, at no additional cost to the County. Several strategies have been developed through the use of these funds to enhance the continuum of services currently being provided to abused and neglected children in this County. The purpose of this letter is to request your Board's acceptance of unanticipated revenue and approval of agreements with the Youth Resources Bank and Defensa de Mujeres. A purchase order will be requested with Yellow Cab.

Contract with Youth Resources Bank- \$83,000

The Human Resources Agency (HRA) has negotiated a contract with the Youth Resources Bank in the amount of \$83,000 to help parents access goods and services needed to maintain stable families, particularly during times of financial crisis. Access to parenting classes, counseling, rent/mortgage assistance, utility assistance, phone assistance, substance abuse treatment, and other services will help more families successfully complete their case plans and demonstrate their ability to keep their children at home with them, safely. The proposed contract is on file with the Clerk of the Board..

Contract with Defensa de Mujeres- \$5,000

As you know, the County is a participant in the Family Violence Response Team (FVRT) project, a collaborative project among Child Welfare Services, Probation, Law Enforcement, the District Attorney's Office, Defensa de Mujeres, and other community-based organizations. Defensa de Mujeres currently provides counseling and support services for youth and their families referred through the FVRT project. HRA has negotiated a contract with Defensa de Mujeres to purchase child development resources to be used in serving FVRT clients. Therapeutic books, games, and group materials, as

BOARD OF SUPERVISOR
Agenda: March 7, 2000
ENHANCEMENTS TO CHILD WELFARE SERVICES

0362

well as other items, will be used to teach youth about violence in the home and offer them strategies for avoiding self-destructive behavior influenced by the home environment. The proposed contract is on file with the Clerk of the Board.

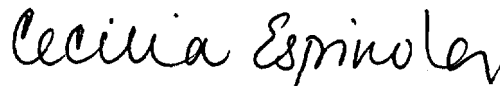
Purchase Order with Yellow Cab- \$7,500

Families receiving services from CWS often find their inability to access transportation is a barrier in successfully accessing the services they need to keep their children at home with them, safely. A strategy has been developed to pay for transportation costs associated with the successful completion of CWS Case Plans. Acceptance of this unanticipated revenue will make these funds available through a voucher system with HRA purchasing.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached resolution accepting unanticipated revenue in the amount of \$95,500 and appropriate these funds as described in the attached AUD 60;
2. Approve agreements with Youth Resources Bank in the amount of \$83,000 and Defensa de Mujeres in the amount of \$5,000 and authorize the Human Resources Agency Administrator to execute these agreements.

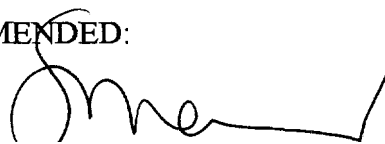
Very truly yours,



CECILIA ESPINOLA
Administrator

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RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
Youth Resources Bank
Defensa de Mujeres

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

0363

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 Calif Dept
of Social Services for TANF Incentive program: and

WHEREAS, the County is recipient of funds in the amount of \$ 95,500
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 \$ 95,500 into

Department HRA - Social Services

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
001	392100	0930	FED - CalWORKS	95,500

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

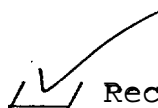
T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	392100	5283		Other Charges	95,500

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

By H. Anna Acerra
Department Head

Date 16/00

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

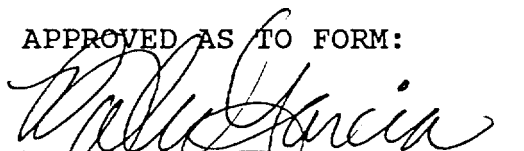
ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 2/23/00
Auditor-Controller

Distribution:

Auditor-Controller
County Council
County Administrative Officer
Originating Department

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0365

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

FROM: Human Resources Agency (Dept.)
H. R. Garcia Alvarado (Signature) 2/16/00 (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, Youth Resources Bank, P. O. Box 1844, Capitola, CA 95010 (Name & Address)
2. The agreement will provide flexible funding for CWS case plans
3. The agreement is needed, to meet TANF Incentive Purpose 4.
PIN # 090032-4,000
094032-79,000
4. Period of the agreement is from March 7, 2000 to June 30, 2000
5. Anticipated cost is \$ 35,600 (Fixed amount, Monthly rate, Not to exceed)
6. Remarks: W-9 on file. Contact: Sheri Whitt, x4401
Contract term: 3/7/00 - 6/30/01 Contract Amt: \$83,000
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. C092043 Date 2/23/00
are not available and will be

* SUBJECT TO APPROVAL OF ATTACHED AUD-60

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
HRA Administrator to execute the same on behalf of the County of Santa Cruz
Human Resources Agency (Agency).

Remarks: _____ (Analyst)
Agreement approved as to form. Date _____

By [Signature] Date 2/23/00
County Administrative Officer

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 _____ 19 _____
County Administrative Officer
By _____ Deputy Clerk

**Service Enhancement Strategies Contract
Program Approval**

Division/Program: Adult, Family & Children's Services

Analyst: Sheri Whitt

Board Date: March 7, 2000

CONTRACTOR

Name of contractor: Youth Resources Bank

Goal of contract: Make flexible funds available to CWS Social Workers so they can assist CWS families in maintaining their children at home safely.

Frequency of reports submitted to HRA: Monthly

Who is monitoring the contract? Sheri Whitt **How often?** Quarterly

SERVICES

Location of services: c w s

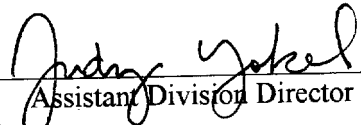
Identify program staff involved in development: Mark Holguin, Lynne Coyle,
Judy Yokel, Mark Lane


To ensure integration with the program, please assess the impact on program operations:

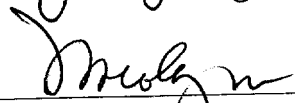
- **Referrals:** Does a mechanism need to be established? Yes N X o
Comments:
- **Training:** Are staff informed about program? Yes N X o
If no, is training needed? Yes N X o
If yes, who will need training? All CWS Social Workers
- **Is an MOU needed** to link with program operations? Yes No X
If yes, when due? Who is responsible for completing?


Division Director

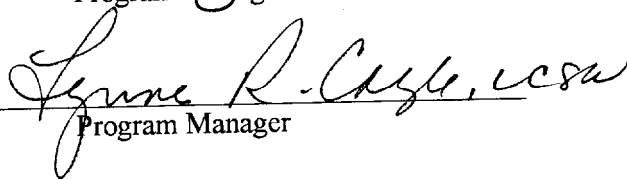

Date

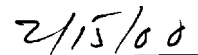

Assistant Division Director


Date


Program Manager


Date


Program Manager


Date

cc: Cecilia Espinola
Ellen Timberlake
Eileen Stern
DeAnne Alcom
Division Director
Assistant Division Director
Program Manager

INDEPENDENT CONTRACTOR AGREEMENT

0368

THIS AGREEMENT is entered into this 7th day of March 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 encourage the formation and maintenance of two-parent families. This will be accomplished by providing assistance with housing, utilities, phones, and other goods and services which support families remaining together and in their homes. 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 \$83,000 for administering a CPS Case Plan Enhancement 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 four thousand dollars (\$4,000.) of the CPS Case Plan Enhancement 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 fifteen thousand and eight hundred dollars (\$15,800) upon execution of this Agreement and a request for advance.
- e. In disbursing funds from the CPS Case Plan Enhancement 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 CPS Case Plan Enhancement Fund prior to subsequent advances by the COUNTY.
- g. COUNTY shall monitor fund expenditures, and advance CONTRACTOR in four subsequent increments of fifteen thousand and eight hundred dollars (\$15,800) when the balance of the CPS Case Plan Enhancement Fund drops below \$5,000.
- 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.

3. Term. Term of this contract shall be March 7, 2000 through June 30, 2001.

Initials:

[Signature] / *CE*
CONTRACTOR/COUNTY

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 CONTRACTOR'S insurance coverage and shall not contribute to it.

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

____/____.

A. Types of Insurance and Minimum Limits

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

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

____/____.

Initials: Ken / CE 54
CONTRACTOR/COUNTY

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

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

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to Sheri Whitt, 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:

Sheri Whitt, 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 compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or

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

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 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 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.

Initials: ACM / CE
CONTRACTOR/COUNTY

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:
CONTRACTOR/COUNTY

INDEPENDENT CONTRACTOR AGREEMENT


0373

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

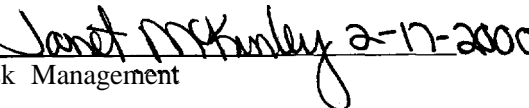
By: 
Agency: Youth Resources Bank

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

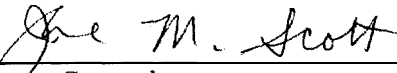
Telephone: (83 1) 454-4236

Tax ID#: 77-0197150

APPROVED AS TO INSURANCE:

By:  2-17-2000
Risk Management

APPROVED AS TO FORM:

By: 
County Counsel

DISTRIBUTION:

County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

N:\SS00\SA00\SHER\CONTRACTS\YRB CONTRACT 99.00.doc

Initials:  / CE ^{aw}
CONTRACTOR/COUNTY

EXHIBIT A

SCOPE OF SERVICES

In accordance with the provisions of the County of Santa Cruz CPS Case Plan Enhancement Fund, CONTRACTOR shall furnish the following services:

A. Establish CPS Case Plan Enhancement Fund

The purpose of the CPS Case Plan Enhancement Fund is to provide those goods and services designed to encourage the formation and maintenance of two-parent families. Funds may be used to help families access services such as parenting skills training and other forms of counseling. Funds may also be used to provide crisis and intervention services in times of financial crisis. These services might include rent/mortgage assistance, utility assistance, phone assistance, providing for orthodontia services, paying for substance abuse treatment and helping families involved with CPS meet other needs and expenses that may negatively impact their family stability. Eligible uses of the fund include, but are not limited to, the items listed.

It is anticipated that families receiving assistance from this fund will be able to remain intact and in their own homes as a result of the assistance available to them during times of crisis.

The Human Resources Agency's (HRA) CWS staff will complete referral forms, assess client and service provider eligibility, and authorize expenditure of funds from the CPS Case Plan Enhancement Fund.

B. In disbursing funds to vendors, service providers, or individuals authorized by the COUNTY for payment through the CPS Case Plan Enhancement Fund, the CONTRACTOR shall be responsible for the following:

1. Require that the COUNTY submit completed CPS Case Plan Enhancement Fund check request form with a copy of the vendor invoice or expenditure receipts and corresponding CWS participant's name.
2. Pay authorized vendors, service providers, and individuals in the form of a check, for CWS related expenses.
3. Submit a monthly expenditure report to contract monitor which shall be jointly developed by COUNTY and CONTRACTOR.
4. Comply with all County reporting requirements.

Initials: ACM / CE
CONTRACTOR/COUNTY

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0375

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 2/16/00 (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, Defensa de Mujeres, 406 main St. #326, Watsonville, CA 95076 (Name & Address)
2. The agreement will provide child development resources for CWS clients referred by the
Family Violence Response Team
3. The agreement is needed to meet TANF Incentive Purpose #3 PIN # 097032
4. Period of the agreement is from March 7, 2000 to June 30, 2000
5. Anticipated cost is \$ 5,000 (Fixed amount, Monthly rate, Not to exceed)
6. Remarks: W-9 on file. Contact: Sheri Whitt x4401
7. Appropriations are budgeted in 392100 (Index#) (5 S u b o b j e c t)

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

Appropriations are available and have been encumbered * Contract No. CO 92044
are not will be
*** SUBJECT TO APPROVAL OF AUD-60**

GARY A. KNILTSOHN, Auditor - Controller
By *[Signature]* Deputy.

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

Remarks: _____

(Analyst) By *[Signature]* Date 2/23/00
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

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

BY _____ Deputy Clerk

**Service Enhancement Strategies Contract
Program Approval**

Division/Program: Adult, Family & Children's Services

Analyst: Sheri Whitt

Board Date: March 7, 2000

CONTRACTOR

Name of contractor: ~~Women's Crisis Support~~/Defensa de Mujeres

Goal of contract: Assist WCS to better serve youth referred by FVRT with the ultimate goal of reducing or preventing out-of-wedlock pregnancy.

Frequency of reports submitted to HRA: _____

Who is monitoring the contract? Sheri Whitt **How often?**

SERVICES

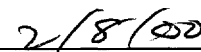
Location of services: Women's Crisis Support/Defensa de Mujeres

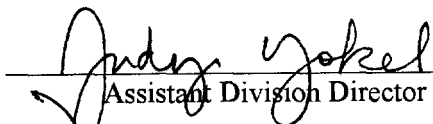
Identify program staff involved in development: Judy Yokel, Mark Lane

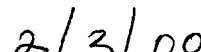
To ensure integration with the program, please assess the impact on program operations:


- **Referrals:** Does a mechanism need to be established? Yes___ No X
Comments:
- **Training:** Are staff informed about program? Yes NX o
If no, is training needed? Yes N o
If yes, who will need training?
- **Is an MOU needed** to link with program operations? Yes___ No X
If yes, when due? _____ Who is responsible for completing?



Division Director

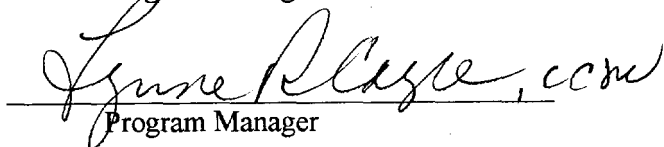

Date



Assistant Division Director


Date


Program Manager


Date


Program Manager


Date

cc: Cecilia Espinola
Ellen Timberlake
Eileen Stem
DeAnne Alcom
Division Director
Assistant Division Director
Program Manager

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 7th day of March 2000 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Defensa de Mujeres, hereinafter called CONTRACTOR. The parties agree as follows:

I. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: provision of special activities and services designed to prevent or reduce out-of-wedlock pregnancies. Counseling and other support services will be provided to youth living in families impacted by domestic violence and at higher risk for acting-out behavior as a result of exposure to violence in the home. CONTRACTOR shall receive \$5,000 for the purchase of child development resources designed to enhance the services described above. 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. Upon execution of this agreement, COUNTY agrees to reimburse CONTRACTOR, in an amount not to exceed \$5,000, for the purchase of child development resources to be used in their programs serving youth referred by the Family Violence Response Team Project, a collaborative project of HRA-AFC, Child Protective Services. CONTRACTOR agrees to purchase these resources and to provide the COUNTY with an itemized list of what was purchased no later than June 30, 2000. (See Exhibit B)
- b. All fixed assets purchased under this contract shall become the property of the COUNTY.
- c. No later than 30 days after the end of the contract period, CONTRACTOR agrees to submit a detailed cost report in the format prescribed by the Human Resources Agency.

3. TERM. Term of this contract shall be March 7, 2000 through 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

Initials:

CONTRACTOR/COUNTY

INDEPENDENT CONTRACTOR AGREEMENT

the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

0379

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

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

A. Types of Insurance and Minimum Limits

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

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

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CONTRACTOR/COUNTY

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INDEPENDENT CONTRACTOR AGREEMENT

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

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"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to Sheri Whitt, 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:

Sheri Whitt, 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 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 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.

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CONTRACTOR/COUNTY

INDEPENDENT CONTRACTOR 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. 0382
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
Exhibit B: Budget

Initials: /
CONTRACTOR/COUNTY

INDEPENDENT CONTRACTOR AGREEMENT

0383

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: Celia B. Argueta
Agency: Defensa de Mujeres

Address: 406 Main St. #326
Watsonville, CA 95076

Telephone: (83 1) 722-4532

Tax ID#: 77-0272680

APPROVED AS TO INSURANCE:

By: Janet McKinley 2-17-2000
Risk Management

APPROVED AS TO FORM:

By: Joe M. Scott
County Counsel

DISTRIBUTION:

County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

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Initials : Obd , CE
CONTRACTOR/COUNTY

SCOPE OF SERVICES

In accordance with the provisions of the County of Santa Cruz, CONTRACTOR shall furnish the following services:

- A. The purchase of \$5,000 worth of child development resources to be used in providing counseling and support services to youth referred by the Family Violence Response Team project.

The purpose of purchasing these child development resources is to improve and enhance counseling and support services currently being provided by Defensa de Mujeres to youth referred from the Family Violence Response Team project, a collaborative CPS project. Youth served through this program have been exposed to domestic violence in the home and are at greater risk to act out and engage in impulsive behavior, including behavior which puts them at risk for out-of-wedlock pregnancies. Counseling, support groups, and after-school supervised activities provide opportunities for these youth to learn about family violence and adopt more appropriate ways of dealing with its effects. Resources purchased may include therapy games, materials for conducting groups with teens and other youth, a computer for use in after-school activities and other resources which could be used to support the counseling activities described above.

It is anticipated that youth benefiting from the purchase of these resources will be better equipped to deal with future violence in their homes and will know how to access resources available to them. They will have better coping skills and their risk for engaging in impulsive behavior (including behavior leading to out-of-wedlock pregnancies) will be reduced.

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INDEPENDENT CONTRACTOR AGREEMENT

EXHIBIT B
BUDGET

0385

1.	Computer	\$2,000
2.	Therapeutic games, books and art supplies	\$3,000
TOTAL:		\$5,000

Initials: MBD / CE@
CONTRACTOR/COUNTY

**Service Enhancement Strategies Contract
Program Approval**

0386

Division/Program: Adult, Family & Children's Services

Analyst: Sheri Whitt

Board Date: March 7, 2000

CONTRACTOR

Name of contractor: Yellow Cab

Goal of contract: Assist CWS families with accessing transportation so they may access services needed to keep their children home with them safely.

Frequency of reports submitted to HRA: N/A

Who is monitoring the contract? _____ **How often?**

SERVICES

Location of services: Countywide

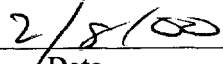
Identify program staff involved in development: Mark Holguin, Lynne Coyle

To ensure integration with the program, please assess the impact on program operations:

- **Referrals:** Does a mechanism need to be established? Yes N X o
Comments:
- **Training:** Are staff informed about program? Yes ____ No X
If no, is training needed? Yes N X o
If yes, who will need training? All CWS Social Workers
- **Is an MOU needed** to link with program operations? Yes ____ No X
If yes, when due? _____ Who is responsible for completing?



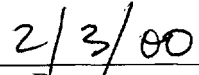
Division Director



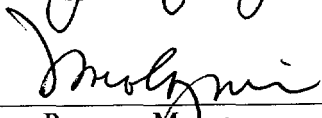
Date



Assistant Division Director



Date



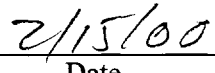
Program Manager



Date



Program Manager



Date

cc: Cecilia Espinola
Ellen Timberlake
Eileen Stem
DeAnne Alcom
Division Director
Assistant Division Director
Program Manager