



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

March 27, 2000

Agenda: April 11, 2000

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

**CHILD CARE SERVICE ENHANCEMENT:
COUNTY OFFICE OF EDUCATION/CHILD DEVELOPMENT RESOURCE CENTER
CONTRACT**

Dear Members of the Board:

As you know, there is a critical need for affordable, quality child care in the county. The purpose of this letter is to request your Board's approval of an agreement with the County Office of Education/Child Development Resource Center (CDRC) to address the critical need for child care by increasing the quality of child care provided by exempt providers (friends or relatives caring for a child) and by increasing the quantity of licensed family day care homes.

The Human Resources Agency has negotiated a contract that would provide \$19,733 for CDRC to provide basic information and training on child development and health and safety to current exempt providers and encourage and support these providers to explore the possibility of becoming licensed as family child care homes. This would not only increase the quality of care currently being provided to the children of our CalWORKs families, but would also serve to increase the number of children being served. Exempt providers may only care for the children of one family in addition to their own children, whereas if licensed, could care for as many as 14 children from several families. The contract will be financed from the CalWORKS single allocation, with no additional cost to the County. Single allocation funds are available to support child care capacity building activities that support our CalWORKs families as they move towards self-sufficiency. The contract has been approved by the contractor, County Counsel, and Risk Management, and is attached for your information.

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BOARD OF SUPERVISORS
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Child Care Service Enhancement
Page 2

IT IS THEREFORE RECOMMENDED that your Board approve the agreement with the County Office of Education/Child Development Resource Center in the amount of \$19,373 and authorize the Human Resources Agency Administrator to execute this agreement.

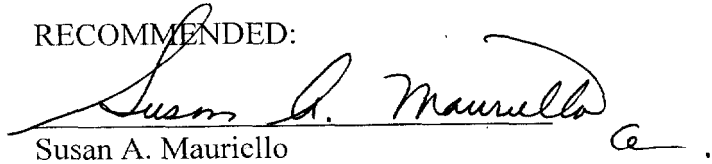
Very truly yours,



CECILIA ESPINOLA
Administrator

Attachments
CE:BL:bl:service enhance cdrc.bos

RECOMMENDED:



Susan A. Mauricillo
County Administrative Officer

cc. County Counsel
Auditor/Controller

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COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 3/27/00 (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 Santa Cruz County Human Resources Agency (Agency) and County Office of Education/Child development Resource Center (Name & Address)
2. The agreement will provide information and training on child development and health and safety to current exempt providers and encourage & support these providers to become licensed.
3. The agreement is needed to improve the quantity and quality of child care available to Cal Works participants.
4. Period of the agreement is from 4/11/2000 to 6/30/000
5. Anticipated cost is \$ 19,733 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contact: Brenda Lane x5418
W-9 on file PIN: 453031
7. Appropriations are budgeted in 392100 (Index#) 5215 (Subject)

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

Appropriations are available and have been encumbered. Contract No. CO 92066 Date 3/28/00
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 HRA (Agency).

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 3/21/00

Agreement approved as to form. Date

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

To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
[Signature] 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

CONTRACT NO.

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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1th day of April, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, COUNTY OFFICE OF EDUCATION/CHILD DEVELOPMENT RESOURCE CENTER, 809-H Bay Ave., Capitola, CA, 95010-2199, hereinafter called CONTRACTOR. The parties agree as follows:

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

Contractor shall provide services which encourage the formation and maintenance of two-parent families, by working with existing exempt care providers who provide child care to CalWORKs participants to increase both the quality and quantity of care provided by conducting child development and health and safety training and by encouraging providers to become licensed as family day care homes. See Attachment A, Scope of Services.

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

Contractor shall be paid monthly for services provided, as outlined in Program Budget, Attachment B. Total amount of services claimed shall not exceed \$19,733. Contractor shall submit monthly invoices by the 10th of the following month.

Submit invoice for payment to:

Human Resources Agency
Attn: FK13
P.O. Box 1320
Santa Cruz, CA 95061

- 3. TERM. The term of this contract shall be April 11, 2000 through June 30, 2000.
- 4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 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).

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Contractor/County

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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 bf /
- 3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000 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 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here _____ / _____.

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."

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Contractor/County

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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 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 (workers 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 judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

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

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

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

12. ATTACHMENTS. This Agreement includes the following attachments:

Attachment A: Scope of Services

Attachment B: Program Budget

Initial MC / _____
Contractor/County

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

1. CONTRACTOR

By: *Brendan Finlay*
Brendan Finlay
Agency: COUNTY OFFICE OF EDUCATION;
CHILD DEVELOPMENT RESOURCE
CENTER

Address: 809-H Bay Ave. Capitola, CA 9501 O-21 99

Telephone: (831) 476-7140

Tax ID#: 94-6002633

4. COUNTY OF SANTA CRUZ

By: _____
Cecilia Espinola, HRA Administrator

2. APPROVED AS TO INSURANCE:

By: *Janet McKinley 3-24-2000*
Risk Management

3. APPROVED AS TO FORM:

By: *Jane M. Scott*
County Counsel

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

Initial *BF* _____
Contractor/County

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Attachment A
Scope of Services

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

1. Development of an information packet to be provided to exempt providers, including those providing care for children of CalWORKs participants. Packet to be reproducible, at an appropriate literacy level and will include pictures and graphics covering the following topics: Resource information; Basic health and safety information; Child Development; Relationships with parents; and Becoming a licensed family child care provider.
2. Provision of 1,000 of the above referenced packets, and distribution of packet to HRA identified exempt providers.
3. Coordination and presentation of two focus group sessions on "Caring for the Children of Others" for exempt care providers to refine the information packets and identify workshop topics that reflect providers' needs.
4. Coordination and presentation of two "ABC of Family Child Care" Workshops which cover providing quality care in a home-based setting for exempt providers considering becoming licensed. The training will include but not be limited to communicating with families, child development, ethics, record keeping, and marketing.
5. Identification of exempt providers who are interested in and ready to become licensed and provision of one-on-one technical assistance to support and encourage providers in developing an individualized plan towards meeting licensing requirements.
6. Provision of Pediatric First Aid and CPR training to exempt providers interested in becoming licensed.
7. Development of material (including graphics and production) for workshop and training sessions.
8. Workshop and training sessions shall be free to participants and conducted in English and Spanish.

CONTRACTOR shall submit monthly reports to COUNTY on activities, describing work progress in carrying out the approved program under this Agreement, and any difficulties in meeting program objectives. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of the Agreement at the earliest possible date.

CONTRACTOR shall submit a monthly claim form by the IO" of the month. Contract ends on June 30, 2000 and will not be extended beyond that date. All claims must be submitted prior to July 10, 2000.

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Contractor/County

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