



county of Santa Cruz

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045 FAX: (408) 454-4842

April 25, 2000

Agenda: May 9, 2000

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, California 95060

SUBSTANCE ABUSE ASSESSMENT SERVICES MASTER AGREEMENT

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. Families receiving services through CWS programs often face multiple challenges in their efforts to demonstrate their ability to keep their child/ren home with them safely. Substance abuse issues, in particular, have the potential to interfere with appropriate parenting. The purpose of this letter is to request your Board's acceptance of unanticipated revenue and approval of a Substance Abuse Assessment Services Master Agreement which will enable CWS to develop individual agreements with various service providers for services needed to better serve families experiencing substance abuse issues.

Substance Abuse Assessment Services Master Agreement

Through the use of a Substance Abuse Assessment Services Master Agreement, CWS will be able to expedite individual agreements with providers (based on the Master Agreement) who have the necessary skill and expertise to comprehensively assess the pattern and severity of drug/alcohol use for CWS-referred clients, and to provide recommendations for their treatment. Guidelines regarding the content of the assessments and format for the written report have been established for potential contractors. This will enable CWS to receive consistent feedback regarding assessment results. In addition, contracts based on the Master Agreement will enable providers to testify in court about the results of completed assessments. By expanding services in this manner, CWS social workers will be able to identify substance abuse issues with CWS families much earlier and through the guidance of expert recommendations, CWS social workers will be better able to match clients with services designed to give them the best possible opportunity for future success in keeping their families together. The proposed Master Agreement is on file with the Clerk of the Board.

Agenda: May 9, 2000

SUBSTANCE ABUSE ASSESSMENT SERVICES MASTER AGREEMENT

As you know, Temporary Assistance for Needy Families (TANF) Incentive Funds are available to expand services that lead to the accomplishment of TANF program goals, such as the work CWS would be able to do in supporting families to remain together through successful recovery from their substance abuse issues. The TANF funds are available to fund the proposed agreement for the remainder of FY 99/00 and throughout FY 00/01, pending your Board's approval of HRA's proposed budget.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached resolution accepting unanticipated revenue in the amount of \$15,000 and appropriate these funds as described in the attached AUD 60;
2. Approve the Substance Abuse Assessment Services Master Agreement and authorize the Human Resources Agency Administrator to execute this agreement and each individual vendor agreement.

Very truly yours,



CECILIA ESPINOLA
Administrator

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RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller

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

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 State
Dept of Social Services for Federal TANF Incentive program; and

WHEREAS, the County is recipient of funds in the amount of \$ 15,000
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 \$ 15,000 t o

Department HRA - Social Services

T/C	Index Number	Revenue Subject Number	Account Name	Amount
001	392100	0932	FED-CalWORKS	15,000

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

T/C	Index Number	Expenditure Subject Number	PRJ/UCD	Account Name	Amount
021	392100	5 2 8 3		Other Charges	15,000

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

By *Anne Alborn*
Department Head

Date 4/14/00

COUNTY ADMINISTRATIVE OFFICER & ended 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

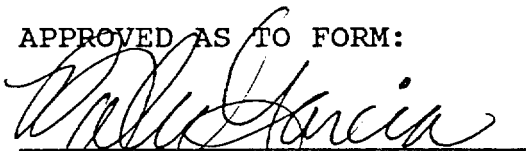
ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 4/26/00

Auditor-Controller

Distribution:

Auditor-Controller
County Council
County Administrative Officer
Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0177

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

FROM: Human Resources Agency (Dept.)
Elaine Alcon (Signature) 4/19/00 (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, Various (master agreement) (Name & Address)
2. The agreement will provide substance abuse assessments, written reports and court testimony
for CWS clients
3. The agreement is needed, to meet TANF Incentive Purpose 4. Pin # 090032
4. Period of the agreement is from 5/2/00 to 6/30/00
5. Anticipated cost is \$ 15,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: W-9 on file. Contact: Judy Yokel, 454-4062
7. Appropriations are budgeted in 392100 (Index#) (\$280 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. C092095 Date 4/26/00
are not will be
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Alcon 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: ES (Analyst) By Elaine Alcon County Administrative Officer Date 4/27/00

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 (6195)

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 _____ By _____ Deputy Clerk

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**SANTA CRUZ COUNTY HUMAN RESOURCES AGENCY
MASTER AGREEMENT**

Substance Abuse Assessment Services

This Contract is entered into this d a y o f _____, 2000, by and between the **COUNTY OF SANTA CRUZ, Human Resources Agency**, hereinafter called **COUNTY**, and _____, 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. The **CONTRACTOR**, through the early identification of substance abuse issues and by making expert recommendations regarding treatment, will enable CWS staff will to better match clients with services designed to give them the best possible opportunity for future success. Therefore, in accordance with the requirements of Santa Cruz County Child Welfare Services, **CONTRACTOR** shall furnish the following services:

- A. Provide a comprehensive substance abuse assessment of designated CWS-referred clients as outlined below-

The purpose of the assessment is to determine the pattern and severity of drug/alcohol use for C WS-referred clients and to provide recommendations for treatment. The assessment will consist of administration of the SASS1 in combination with an oral interview. The assessment results will be presented in a written report (see format attached) to the designated C WS representative. *All assessments will be conducted within 2 working days of referral with a written report (in English) provided to CWS no later than 7 working days following completion of the assessment. The assessments shall be provided in English and Spanish, depending on need*

- B. Provide testimony in court, as needed, regarding designated CWS-referred clients who have been assessed as described above. The purpose of court testimony is to provide the court with information it will need to make informed decisions about CWS case plans.

2. **QUALIFICATIONS.** **CONTRACTOR** staff conducting assessments will be CAADAC certified as a CAC (Certified Alcohol Counselor), CDC (Certified Drug Counselor), or CADC (Certified Alcohol and Drug Counselor) by the State of California.
3. **COMPENSATION.** In consideration for **CONTRACTOR** accomplishing said result, **COUNTY** agrees to pay **CONTRACTOR** as follows:

For providing a comprehensive substance abuse assessment of designated CWS-referred clients, a flat rate of \$90 will paid. This rate includes the administration of the SASS1 in combination with an oral interview and production of a written report.

For providing court testimony, as needed, regarding designated CWS-referred clients who have been assessed as described above, a rate of \$45 per hour will be paid. Hours worked shall be computed to the nearest quarter (1/4) hour. Hours worked shall be reported by CONTRACTOR on the form and in the manner specified by COUNTY. Up to two (2) hours of time spent waiting in court in preparation to testify can be reported by the CONTRACTOR on the designated form.

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Submission of requests for payment by CONTRACTOR to COUNTY shall be made to HRA Fiscal, P.O. Box 1320, Santa Cruz, Ca 95060.

4. QUALITY OF CARE. COUNTY direct services and contract services provide a continuum of care for CWS families. Families frequently receive many services. It is critical that all providers, including CONTRACTOR, actively work to coordinate care and services to meet the needs of these families in the most effective manner.
5. TERM. The term of this contract shall be from date of execution until _____
6. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.
7. 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 CONTRACTORS 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, unless CONTRACTOR and COUNTY both initial here.____/_____

A. Types of Insurance and Minimum Limits

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

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

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

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

B. Other Insurance Provisions

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

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

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

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

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

9. 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.

10. 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.

11. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
12. 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
13. 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.
14. AMENDMENT. This contract may be amended, modified or changed by written consent of both parties.

15. ATTACHMENTS. This Agreement includes the following attachments: none.

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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

Date

By: _____
Signature

Date

Agency:

Address:

Telephone:

Tax ID#:

APPROVED AS TO INSURANCE:

By: Janet McKinley
Signature/ Risk Management
4-18-2000
Date

APPROVED AS TO FORM:

By: Ju M. Scott
Signature/ County Counsel
4-25-00
Date

DISTRIBUTION:

County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

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

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 State
Dept of Social Services for Federal TANF Incentive program; and

WHEREAS, the County is recipient of funds in the amount of \$ 15,000
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 ~~\$ 15,000~~ t o

Department HRA - Social Services

T/C	Index Number	Revenue Subject Number	Account Name	Amount
011	392100	0932	FED-CalWORKS	15,000

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

T/C	Index Number	Expenditure Subject Number	PRJ/UCD	Account Name	Amount
021	392100	, 5283		Other Charges	15,000

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

BY *Patricia Alvarez*
Department Head

Date 4/14/00

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:

APPROVED AS TO FORM:

Patricia Garcia
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Auditor-Controller

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