



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) 454-4642

June 12, 2000

Agenda: June 27, 2000

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

CHILD WELFARE SERVICES: CONTRACT AWARDS AND CONTRACT RENEWALS

Dear Members of the Board:

On April 11, 2000, your Board authorized the Human Resources Agency (HRA) Administrator to issue Requests for Proposals for the Child Abuse Prevention, Intervention, and Treatment Program (CAPIT) and the Title IV-E Child Welfare Services Program, and to return to your Board with recommendations for the awards of contracts for the period from July 1, 2000 through June 30, 2002. The purpose of this letter is to request your Board's approval of HRA's recommendation to contract with the Parent's Center, Inc., to provide services for both the CAPIT and Title IV-E Programs. In addition, HRA requests your approval to renew contracts to support Family Care Worker Services, the Independent Living Skills Program (ILSP) and the Family Conferencing Program in FY 2000/01. All agreements referenced in this letter are on file with the Clerk of the Board, and funding for each of the agreements has been included in HRA's proposed budget for FY 2000/01.

Contract Award Recommendations for CAPIT and Title IV-E Programs for FY 2000/01 and 2001/02.

HRA received proposals from two organizations for the CAPIT and Title IV-E Programs, the Parents Center and Salud Para La Gente. The proposals were evaluated by a Proposal Review Committee composed of HRA staff and a community representative who is knowledgeable in children's services. While both proposals were reasonable and responsive to the RFP, the Review Committee determined that the Parents Center currently has the strongest qualifications, experience, and administrative capability for the successful delivery of these contracted services. HRA is recommending that your Board approve the two-year CAPIT contract with the Parents Center in the amount of \$148,785 for each fiscal year from July 1, 2000 through June 30, 2002, and the two-year Title IV-E contract with the Parents Center in the amount of \$140,000 for each fiscal year from July 1, 2000 through June 30, 2002.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0214

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

FROM: Human Resources Agency (Dept.)

[Signature] (Signature) 6/12/00 (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, PO Box 1844, Capitola, CA 95010 (Name & Address)

2. The agreement will provide reimbursement to vendor & service providers and families for
expenses related to family members' participation in Family Group Conferencing

3. The agreement is needed, to continue the Family Group Conferencing Fund

4. Period of the agreement is from 7/1/00 to 6/30/01

5. Anticipated cost is \$ 6,000 (~~Fixed amount, Monthly rate; Not to exceed~~)

6. Remarks: W O on file contact: J Harris x 4741
Advance \$1,000 after 7/1/00 ON 00/01 CC LIST SECTION II

7. Appropriations are budgeted in 392100 (Index#) 4080 (Subject)

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

Appropriations are available and have been encumbered. * Contract No. 01617 Date 6/13/00
are not will be
* SUBJECT TO APPROVAL OF THE 2000/2001
BUDGET
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Nelson Deputy.

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

Remarks: [Signature] (Analyst) By [Signature] Date 6/15/00

Agreement approved as to form. Date _____

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

• To Orig. Dept. if rejected.

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1st day of July 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:

- Scope of Services - Exhibit A

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 \$6,000 for administering a Family Group Conferencing Fund which shall be used to reimburse vendors and individuals as outlined in the Scope of Services (Exhibit A) section of this agreement. COUNTY agrees that CONTRACTOR shall retain 5% (\$300) of the Family Group Conferencing Fund as an administrative fee to be paid in full by COUNTY to CONTRACTOR on September 30, 2000.

C. County agrees to advance CONTRACTOR the sum of \$1,000 upon execution of this Agreement.

D. CONTRACTOR agrees to submit monthly expenditure reports on standard COUNTY forms, Each report shall be submitted to and approved by the Child Welfare Services Program Manager prior to subsequent advances by the COUNTY.

E. COUNTY shall monitor fund expenditures, and advance CONTRACTOR in five subsequent increments of \$940 when balance of Family Group Conferencing Fund drops below \$500.

F. 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. CONTRACTOR shall remit any unexpended funds to the COUNTY at the time CONTRACTOR submits cost report.

Initials: *AMU CEM*
CONTRACTOR/COUNTY **31**

3. TERM. The term of this contract shall be July 1, 2000 through June 30, 2001.

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 ACM

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 ACM

(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 ACM

Initials: ACM CEF
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 canceled until after thirty (30) days prior written notice has been given to: Jodie Harris, Senior Analyst, Human Resources Agency, 1400 Emeline Avenue, Santa Cruz, CA 95060."

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

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

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, pregnancy, gender, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, pregnancy, gender, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/ Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) 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. NON-ASSIGNMENT. 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:
Exhibit A: Scope of Services

Initial - 
CONTRACTOR/COUNTY

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
Human Resources Agency

By: *Lynn Miller*
CONTRACTOR's Authorized Representative

Lynn Miller, Vice Chair
Typed Name/Title

Youth Resources Bank
Organization

Address: P.O. Box 1844

Capitola, CA 95003

Telephone: 454-4236

Tax ID#: 77-0197150

APPROVED AS TO INSURANCE:

By: *Janet McKinley 6-12-2000*
Risk Management

APPROVED AS TO FORM:

By: *Jane M. Scott*
Assistant County Counsel

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

n:\cpsadmin\michelle\yrbconfc.doc (5/27/99)

EXHIBIT A

SCOPE OF SERVICES

In accordance with the Child Welfare Services Family Group Conferencing Program requirements, CONTRACTOR shall furnish the following services:

A. Establish a Family Conferencing Case Services Fund

The purpose of the Fund is to provide reimbursements to vendors, service providers and families for expenses related to family members' participation in Family Group Conferences within the Child Welfare Services Program. Expenditures may include, but are not limited to, expenses for travel, lodging, meals, and child care. The Human Resources Agency's (HRA) Child Welfare Services (CWS) staff will complete referral forms and authorize expenditure of funds from the Family Group Conferencing Fund.

B. In disbursing funds to vendors, service providers and family members, authorized by the COUNTY for payment through the Family Group Conferencing Fund, the CONTRACTOR shall be responsible for the following:

1. Require that the COUNTY submit completed Family Group Conferencing Fund Check request form with a copy of the vendor invoice or expenditures receipts and corresponding CWS client case number.
2. Pay authorized vendors, service providers and individuals in the form of a check for Family Group Conferencing 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: 
CONTRACTOR/COUNTY

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0222

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 6/12/00 (Date)

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

- Said agreement is between the County of Santa Cruz, Human Resources Agency (Agency) and Youth Resources Bank, PO Box 1844, Capitola, CA 95010 (Name & Address)
- The agreement will provide fund disbursement or specialized activities and services for the Independent Living Skills Program
- The agreement is needed to advance funds for disbursement
Pin Code # 093096 - \$3,000
TANF Objective #3 # 097096 \$67,000
- Period of the agreement is from 7/1/00 to 6/30/01
- Anticipated cost is \$ 70,000 (~~Fixed amount, Monthly rate~~; Not to exceed)
- Remarks: 9 on file. Contact: J Harris x4741
Advance \$16,750 after 7/1/00
- Appropriations are budgeted in 392100 (Index#) 5'83 (Subject)

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

Appropriations ^{hav} available and ^{enc} numbered. Contract No. 02013 Date 6/13/00
are not

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

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

Remarks: [Signature] (Analyst) By [Signature] Date 6/15/00

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.

31
ADM 29 (6-95)

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1st day of July 2000 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and the YOUTH RESOURCES BANK, hereinafter called CONTRACTOR. The parties agree as follows:

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

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

- a. CONTRACTOR assures COUNTY that an advance payment is necessary in order to maintain program integrity. CONTRACTOR will not use advances to provide working capital for non-county programs. When possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
- b. COUNTY agrees to pay CONTRACTOR a sum not to exceed \$70,000 for administering an ILSP Discretionary Fund which shall be used to reimburse service providers who have been approved by COUNTY to provide to eligible participants those services outlined in the Scope of Services (Exhibit A) section of this agreement. COUNTY agrees that CONTRACTOR shall retain three thousand dollars (\$3,000.) of the ILSP Discretionary Fund as an administrative fee to be paid in full by COUNTY to CONTRACTOR on May 1,200 1.
- c. County agrees to advance CONTRACTOR the sum of sixteen thousand seven hundred fifty dollars (\$16,750) upon execution of this Agreement.
- e. In disbursing funds from the ILSP Discretionary Fund, CONTRACTOR agrees to assume responsibilities outlined in the Scope of Services (Exhibit A).
- f. CONTRACTOR agrees to submit monthly expenditure reports on standard COUNTY forms. Reports shall be based on the actual monthly costs of reimbursing service providers. Each report shall be submitted to and approved by the HRA Senior Analyst who coordinates the ILS Program prior to subsequent advances by the COUNTY.
- g. COUNTY shall monitor fund expenditures, and advance CONTRACTOR in three subsequent increments of sixteen thousand seven hundred fifty dollars \$16,750 when the balance of ILSP Discretionary 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.

Initials : Ren / CEH
 CONTRACTOR/COUNTY

3. TERM. The term of this contract shall be July 1, 2000 through June 30, 2001.

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 CONTRACTORS 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

AM_____.

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

AM_____.

(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

AM_____.

Initials: AM CS
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 Jodie Harris, Senior Analyst, Human Resources Agency, 1400 Emeline Avenue, Santa Cruz, CA 95060."

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

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

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, gender sexual orientation, age (over 18), pregnancy, veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory

Initials: Jon C. [Signature]
CONTRACTOR/COUNTY

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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), 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, physical or mental 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 COUNN.

(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

31

Initials: 
CONTRACTOR/COUNTY

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.

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

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
Cecilia Espinola
Administrator, Human Resources Agency

By: *[Signature]*

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

Telephone: 454-4236

Tax ID#: 77-0197150

APPROVED AS TO INSURANCE:

By: *[Signature]* 6-12-2000
Risk Management

APPROVED AS TO FORM:

By: *[Signature]*
County Counsel

DISTRIBUTION:

- Auditor-Controller
- Contractor

N:\SS00\SA00\JODIE\LS\YRB-ilsp CON.00-01.doc

EXHIBIT A

SCOPE OF SERVICES

In accordance with the provisions of the County of Santa Cruz Independent Living Services Program (ILSP), CONTRACTOR shall furnish the following services:

A. Establish ILSP Discretionary Fund

The purpose of the ILSP Discretionary Fund is to provide personal supplies and services such as tutoring, counseling, specialized emancipation services, informational workshops and financial support to specific youth empowerment activities to eligible participants in the County's ILSP. Expenditures may include but are not limited to these items.

It is anticipated that youth participating in this program will develop the vocational and life skills necessary for self-sufficiency as well as gain appreciable knowledge and maturity so that the incidence out-of-wedlock pregnancies will be prevented or reduced.

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

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

1. Require that the COUNTY submit completed ILSP Discretionary Fund Check request form with a copy of the vendor invoice or expenditure receipts and corresponding ILSP participant's name.
2. Pay authorized vendors, service providers, and individuals in the form of a check, for ILSP 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: 
CONTRACTOR/COUNTY

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0230

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

FROM: Human Resources Agency (Dept.)
W. Ann Carson (Signature) 6/12/00 (Date)

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

- Said agreement is between the County of Santa Cruz Human Resources Agency (Agency) and, Parent's Center, 530 Soquel Ave, Santa Cruz, CA 95062 (Name & Address)
- The agreement will provide Family Care Worker services to CWS clients
- The agreement is needed, to continue TANF Incentive Objective #4
Pin Code # 90096
- Period of the agreement is from 7/1/00 to 6/30/01
- Anticipated cost is \$ 90,000 (Fixed amount, Monthly rate, Not to exceed)
- Remarks: Very file contact: J Harris x4741
(Note: 99/00 contract was 90962-02 - separate contract for 00/01)
- Appropriations are budgeted in 302100 (Index#) 5283 (Subobject)

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

Appropriations are available and will be encumbered. * Contract No. CO 00962-02 Date 6/13/00
* SUBJECT TO APPROVAL OF THE 2000/2001 BUDGET GARY A. KNUTSON, Auditor - Controller
By Ronald J. Sten Deputy.

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

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

Distribut on:
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.

31
AD-29 (6/95)

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

B. CONTRACTOR shall submit grant request/expenditure report forms as provided by the COUNTY for any payments made under this Agreement.

3. ~~TERM~~ Term of this contract shall be July 1, 2000 through June 30, 2001.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS: CONTRACTOR shall keep and maintain accurate records pertaining to its conduct of the program approved under this agreement. Fiscal records shall be available to COUNTY or any authorized representatives thereof, and CONTRACTOR shall retain records for five years after the expiration of this Agreement unless permission to destroy them is granted by COUNTY. CONTRACTOR agrees to make all fiscal, administrative, programmatic and client records available to the COUNTY Auditor-Controller and the Human Resources Agency upon request, for the purpose of an audit and for verifying CONTRACTOR'S compliance with the terms of this Agreement. CONTRACTOR agrees to comply with any Federal or State audit requirements that may be applicable.

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

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

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

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

A. Types of Insurance and Minimum Limits

- 1) Worker’s Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____.
- 2) Automobile Liability Insurance for each of CONTRACTOR’S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR’S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____/_____.
- 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

-4-J _____.

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:

Human Resources Agency Attn: Jodie Harris
 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency Attn: Jodie Harris
 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such 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 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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 Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental 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 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

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

CONTRACTOR

COUNTY OF SANTA CRUZ

Carol Frank

By: _____

Address 3050

Santa Cruz

Telephone:- 426-7322

Tax ID #: 94-2300871

APPROVED AS TO INSURANCE:

By: Janet McKinley 6-12-2000
Risk Management

APPROVED AS TO FORM:

By: Dane M. Scott
County Counsel

DISTRIBUTION: Auditor-Controller
Contractor

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Initial ef, CScott
Contractor/County

HRA COUNTY OF SANTA CRUZ
TANNIF INCENTIVE FUNDS

Agency: PARENTS CENTER

0238

		12 MONTHS		
		2000-01		
7000	Salaries Total	\$60,240		
7100	Employee Health/Retireme	7200		
7200	Payroll Taxes	6130		
7210	DEFENSA			
TOTAL SALARIES/BENEFITS:		\$73,570		
SERVICES/SUPPLIES				
8000	AUDIT	1200		
8010	PROGRAM SUPPLIES	1200		
8100	OFFICE SUPPLIES	2400		
8200	Telephone	1200		
8300	Postage & Shipping	600		
8400	Occupancy Total	2400		
8500	MAINTAINANCE	1200		
8600	RECRUITMENT			
8700	Travel & Transportation	2800		
8800	TRAINING	600		
8900	UTILITIES	1200		
9000	CHILDCARE	430		
9100	FURNITURE			
9200	FAX MACHINE			
9300	Insurance/Bond	1200		
9400	EVALUATION	0		
TOTAL SERVICES/SUPPLIES:		\$16,430		
GRAND TOTAL EXPENSES:		\$90,000		

Initials: *[Signature]*
Contractor/County

- * how to shop and manage money
- * how to prepare low cost nutritious meals.

5. **CONTRACTOR** will provide services to all clients referred by HRA Child Welfare Services staff. Initially, Parents Center will conduct a face-to-face assessment to determine the client's willingness and ability to participate in services. Parents Center will not refuse services to any client referred by **HRA** without first conducting such an assessment and reporting to the CPS social worker the reason for refusal of services. Parents Center will subcontract with Triad Community Services, Fenix Services, Defensa de Mujeres, Santa Cruz and Pajaro Valley Family Services Association, Pacific Treatment Associates, Salud **Para** La Gente, and/or other appropriate service providers for direct services that the Parents Center cannot provide.

6. CPS social workers are the primary case managers for clients receiving services under this contract. Parents Center will coordinate with CPS social workers to assess individual client needs and determine the appropriate array of services to be provided to each client. Client needs for specialized services, including substance abuse and mental health services, will be identified in the CPS case plan, and Parents Center is responsible for ensuring that services under this Agreement are provided in accordance with the CPS case plan.

7. Parents Center will hold regularly scheduled case conferences with Child Welfare Services staff to coordinate services, develop joint service plans, and resolve any disagreements regarding the provision of services to clients under this Agreement.

8. For each case served under this Agreement, **CONTRACTOR** shall provide a monthly verbal progress report to the CPS social worker as well as a quarterly written report. The written report shall include information on client attendance, progress towards achieving goals in the CPS case plan, any issues not identified in the case plan, and plans for follow-up.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0241

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 6/12/00 (Date)

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

- 1. Said agreement is between the County of Santa Cruz Human Resources Agency (Agency) and, Parents Center, 530 Soquel Ave., Santa Cruz, CA 95062 (Name & Address)
- 2. The agreement will provide Mandatory Child Welfare Services for Family Care Worker.
Specialized Counseling; and after hours Protective Services Hotline
- 3. The agreement is needed, because the County does not have the staff to provide the services
- 4. Period of the agreement is from 7/1/00 to 6/30/01
- 5. Anticipated cost is \$ 140,000 (Fixed amount; Monthly rate; Not to exceed)
- 6. Remarks: W-9 on file. Contract Term: 7/1/00 - 6/30/02
01/00/01 CC List Section 1 Contact: J Harris x 4741
- 7. Appropriations are budgeted in 392100 (Index#) 4080 (Subobject)

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

Appropriations are available and have been encumbered. * Contract No. 00962-01 Date 6/13/00
are not available and will be encumbered.
*** SUBJECT TO APPROVAL OF 2000/2001 BUDGET**
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silva Deputy,

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

Remarks GA (Analyst) County Administrative Officer
By [Signature] Date 6/15/00

Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

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

INDEPENDENT CONTRACTOR AGREEMENT

0242

THIS CONTRACT is entered into this 1st day of July, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, PARENTS CENTER hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES AND RESPONSIBILITIES Contractor agrees to exercise special skill to accomplish the following result:

A. CONTRACTOR shall provide the services described in Exhibit "B" ("Program Functions and Responsibilities") attached hereto, during the term of this Agreement.

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

C. CONTRACTOR shall submit monthly reports to COUNTY on activities as specified in Exhibit "B" ("Program Functions and Responsibilities") and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved program under this Agreement, expenditure of funds, and any difficulties in meeting program objectives. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date. In addition, CONTRACTOR shall send notices of meetings and copies of the minutes of its Board of Directors and any reports submitted thereto to the Human Resources Agency. The timely submission of all reports, agendas and minutes is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this contract when monthly reports have not been submitted to COUNTY by CONTRACTOR within thirty (30) days following the end of a month.

D. The Board of Directors of CONTRACTOR shall be vested with responsibility for the administration of the program to be conducted under this Agreement, and shall review all monitoring reports and notices of corrective actions/recommendations provided by the COUNTY.

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

A. In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with Exhibit "A" (Program Budget), incorporated herein by reference, to be submitted by CONTRACTOR to COUNTY prior to the release of any payments under this Agreement. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this Agreement exceed the sum of \$140,000 for the period of July 1, 2000 through June 30, 2001 and \$140,000 for the period of July 1, 2001 through June 30, 2002, for a total two-year contract amount not to exceed \$280,000.

B. CONTRACTOR shall submit grant request/expenditure report forms as provided by the COUNTY for any payments made under this Agreement.

0243

3. TERM. The term of this contract shall be July 1, 2000 through June 30, 2002.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS: CONTRACTOR shall keep and maintain accurate records pertaining to its conduct of the program approved under this agreement. Fiscal records shall be available to COUNTY or any authorized representatives thereof, and CONTRACTOR shall retain records for five years after the expiration of this Agreement unless permission to destroy them is granted by COUNTY. CONTRACTOR agrees to make all fiscal, administrative, programmatic and client records available to the COUNTY Auditor-Controller and the Human Resources Agency upon request, for the purpose of an audit and for verifying CONTRACTORS compliance with the terms of this Agreement. CONTRACTOR agrees to comply with any Federal or State audit requirements that may be applicable.

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

7. INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS.

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 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

Initial y 1 CO
Contractor/County **31**

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 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 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."

- 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:

Human Resources Agency Attn: Jodie Harris
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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency Attn: Jodie Harris
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; creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such 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 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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

Initial [Signature]
Contractor/County

Business Enterprises are available from the COUNTY general Services Purchasing Division.

- 2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental 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 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.

31

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.

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. ATTACHMENTS. This Agreement includes the following attachments:
 - “A” Program Budget
 - “B” Program Functions and Responsibilities

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

CONTRACTOR

COUNTY OF SANTA CRUZ

By: Carol Frank

By: _____

Address: 530 Soquel
Santa Cruz

Telephone:- 426-7322

Tax ID #: 94-2300871

APPROVED AS TO INSURANCE:

By: Janet McKinley 6-12-2000
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

DISTRIBUTION: Auditor-Controller
Contractor

\\HRAFSNORTH\DATA\SS00\SA00\JODIE\Parents Center\Title IVE 00-02.doc

Initial CF, CS
Contractor/County

HRA 111131 PARENTS CENTER	Specialized Counseling	Family Care Worker	Services Hotline	HRA IV E Program Budget
FY 01-02	FY 01-02	FY 01-02	FY 01-02	FY 00-01
7000 Salaries Total	\$70,100	\$12,900	\$3,646	\$86,646
7100 Employee Health/Retireme	7600	2400	700	\$10,700
7200 Payroll Taxes	7300	1309	360	\$8,969
TOTAL SALARIES/BENEFITS:	* \$85,000	\$16,609	\$4,706	\$106,315
\$0				\$0
SERVICES/SUPPLIES				
8000 Professional Fees: Audit	1200		200	\$1,400
8010 Indep. Prof. Consultants	2400			\$2,400
8100 Supplies	2400	300		\$2,700
8200 Telephone	1580	600	3800	\$5,980
8300 Postage & Shipping	300	0	300	\$600
8400 Occupancy Total	9600	1200		\$10,800
8500 Rent/Maintenance of Equip	1200	0	480	\$1,680
8600 Printing & Publications	600	0	1200	\$1,800
8700 Travel & Transportation	1000	1200		\$2,200
8800 Conferences/Meetings	725	300		\$1,025
8900 Assistance to Individ.	0	0		\$0
9000 Membership dues	0	0		\$0
9100 Awards and Grants	0	0		%0
9200 Interest Expense	0	0		\$0
9800 Insurance/Bond	2400	600	100	\$3,100
9P00 Miscellaneous	0	0		\$0
9600 Dist. of Program Costs	0	0		\$0
9691 Payment/Affiliated Orgs.	0	0		\$0
TOTAL SERVICES/SUPPLIES:	\$23,405	\$4,200	\$6,080	\$33,685
GRAND TOTAL EXPENSES:	\$108,405	\$20,809	\$10,786	\$140,000

* UP TO \$38,000 OF SALARIES AND BENEFITS MAY BE CONTRACTED OUT FOR BILINGUAL BICULTURAL SERVICES SUB-CONTRACT TO BE APPROVED BY HRA

Handwritten signature

**EXHIBIT B
PROGRAM FUNCTIONS AND RESPONSIBILITIES**

CHILD WELFARE SERVICES
PARENTS CENTER INC.

Under this Agreement, the Parents Center, Inc. agrees to the following:

1. Comply with the most current version of the Santa Cruz County "Standards of Accessibility for Latino Services" as provided by the Human Resources Agency.
2. Coordinate with Adult, Family and Childrens Services (AFCS) Division staff to develop measurable outcomes for contracted Child Welfare Services Program activities.
3. Provide monthly reports which identify activities performed and quantities of services provided (e.g. number of clients served, hours of service provided), in each of the program services components.
4. Provide the following scope of bilingual services in both north and south County in each of the program services component:

a. The **Family Care Worker Component** will be used as a support service by Human Resources Agency (HRA) Child Welfare staff who will refer clients to the contract agency for in-home services to parents and children to prevent abuse or neglect of children at risk. The COUNTY will provide funding for CONTRACTOR staff who will recruit, train and supervise additional personnel to teach homemaking and parenting skills to clients where there is an identified potential for abuse. CONTRACTOR will provide, through funding from another source, personnel to teach parents homemaking and parenting skills for a **minimum of 100 hours per month** to HRA referred clients.

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

- Provide emotional support and companionship.
- Encourage and teach clients to use appropriate community resources.
- Provide limited child care in a client's home in order to provide care for the children and respite for the parent until more appropriate child care plans can be arranged.
- Transportation when necessary in connection with the duties listed above.
- Teaching and improving homemaking and housekeeping skills, including assistance in performing light housekeeping tasks.
- Modeling and teaching parenting skills.
- Provide emergency in-home child care in a client's home until plans for the child can be made.
- Supervise visits between Child Welfare Services children and parents.
- Typical duties might include, but are not limited to:
 - * Teaching and modeling appropriate behavior and skills.
 - * Teaching and demonstrating to parents:
 - *housekeeping skills and standards

- * how to “childproof” a home
- * how to shop and manage money
- * how to prepare low cost nutritious meals.

b. In the **Specialized Counseling Component**, CONTRACTOR will provide a high level of professional counseling to HRA referred clients who have been assessed as having physically or sexually abused their child(ren), or whose behavior has resulted in serious neglect of the child(ren), or parents for whom the potential for such behavior exists. The CONTRACTOR will provide **individual, family, and group counseling services as well as parenting classes** to all clients referred by HRA Child Welfare Services staff. CONTRACTOR will provide a **minimum of 325 hours per month** of group and /or individual counseling (including assessment) and/or parenting classes. The rate will be \$30 per hour for individual and family therapy, \$18 per person per group, and \$15 per person per parenting class. The CONTRACTOR will also provide a **child sexual abuse counseling program** in the same manner as described above and at the same rates.

For clients who have a **significant substance abuse problem** as identified in the CPS case plan, CONTRACTOR is responsible to ensure that appropriate **substance abuse assessment and outpatient treatment services** are provided by staff with professional expertise in the area of chemical dependency. Parents Center may arrange for these services to be provided through a subcontractor.

For clients who have **mental illness**, CONTRACTOR will coordinate with CPS, Community Mental Health Services, and other service providers as appropriate, to assist in accessing appropriate and available **mental health services and support services** to supplement the services provided by Parents Center. Parents Center may arrange for these services to be provided through a subcontractor.

c. In the **Protective Services Hotline Component** CONTRACTOR will provide personnel and equipment necessary to operate a Protective Services Crisis Line service from 5:00 p.m. to 8:00 a.m. Monday through Friday, weekends from 5:00 p.m. to 8:00 a.m., and all County observed holidays. The service will be available toll free to all residents of Santa Cruz County. The CONTRACTOR will provide immediate screening and referral to HRA Child Protective Services as well as telephone counseling to prevent child abuse or neglect.

The CONTRACTOR will maintain continuous county-wide publicity for the service in both North and South Santa Cruz County. This may include but is not limited to: public service announcements on local radio and television, newspaper classified ads, posters, and flyers.

5. CONTRACTOR will provide services to all clients referred by HRA Child Welfare Services staff. Initially, Parents Center will conduct a face-to-face assessment to determine the client’s willingness and ability to participate in services. Parents Center will not refuse services to any client referred by HRA without first conducting such an assessment and reporting to the CPS social worker the reason for refusal of services. Parents Center will subcontract with Triad Community Services, Fenix Services, Defensa de Mujeres, Santa Cruz and Pajaro Valley Family Services Association, Pacific Treatment Associates, Salud Para La Gente, and/or other appropriate service providers for direct services that the Parents Center cannot provide.

6. CPS social workers are the primary case managers for clients receiving services under this

contract. Parents Center will coordinate with CPS social workers to assess individual client needs and determine the appropriate array of services to be provided to each client. Client needs for specialized services, including substance abuse and mental health services, will be identified in the CPS case plan, and Parents Center is responsible for ensuring that services under this Agreement are provided in accordance with the CPS case plan.

7. Parents Center will hold regularly scheduled case conferences with Child Welfare Services staff to coordinate services, develop joint service plans, and resolve any disagreements regarding the provision of services to clients under this Agreement.

8. For each case served under this Agreement, CONTRACTOR shall provide a monthly verbal progress report to the CPS social worker as well as a quarterly written report. The written report shall include information on client attendance, progress towards achieving goals in the CPS case plan, any issues not identified in the case plan, and plans for follow-up.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0253

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 6/12/00 (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 Parent's Center, 530 Soquel Ave., Santa Cruz, CA 95062 (Name & Address)

2. The agreement will provide counseling, supervision and educational services for children
and their families

3. The agreement is needed to provide services per AB 1733 OCAP Grant

4. Period of the agreement is from 7/1/00 to 6/30/01

5. Anticipated cost is \$ 148,785 (~~Fixed amount; Monthly rate; Not to exceed~~)

6. Remarks: W-9 on file Contact: J Harris x 4741
Contract term: 7/1/00 - 6/30/02

7. Appropriations are budgeted in 392400 (Index#)(Subject)

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

Appropriations available and have been encumbered.*
are not will be Contract No. 00778 Date 6/13/00
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Wilson Deputy.

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

Remarks:
B GG (Analyst) y _____

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

RECEIVED
SANTA CRUZ COUNTY
AUDITOR-CONTROLLER
3 JUN 15 4

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INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1st day of July 2000 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and PARENTS CENTER hereinafter called CONTRACTOR. The parties agree as follows:

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

A. CONTRACTOR shall provide the services described in Exhibit "A" ("Program Responsibilities and Functions") attached hereto, during the term of this Agreement.

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

C. CONTRACTOR shall submit quarterly reports to COUNTY on activities as specified in Exhibit "A" ("Program Responsibilities and Functions") and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved program under this Agreement, expenditure of funds, and any difficulties in meeting program objectives. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date. In addition, CONTRACTOR shall send notices of meetings and copies of the minutes of its Board of Directors and any reports submitted thereto to the Board of Supervisors and the Human Resources Agency. The timely submission of all reports, agendas and minutes is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this contract when quarterly reports have not been submitted to COUNTY by CONTRACTOR within thirty (30) days following the end of a quarter.

D. The Board of Directors of CONTRACTOR shall be vested with responsibility for the administration of the program to be conducted under this Agreement, and shall review all monitoring reports and notices of corrective actions/recommendations provided by the COUNTY.

E. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS: CONTRACTOR shall keep and maintain accurate records pertaining to its conduct of the program approved under this agreement. Fiscal records shall be available to COUNTY or any authorized representatives thereof, and CONTRACTOR shall retain records for five years after the expiration of this Agreement unless permission to destroy them is granted by COUNTY. CONTRACTOR agrees to make all fiscal, administrative, programmatic and client records available to the COUNTY Auditor-Controller and the Human Resources Agency upon request, for the purpose of an audit and for verifying CONTRACTOR's compliance with the terms of this Agreement. CONTRACTOR agrees to comply with any Federal or State audit requirements that may be applicable.

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

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

A. In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with Exhibit "B" ("Budget"), incorporated herein by reference, to be submitted by CONTRACTOR to COUNTY prior to the release of any payments under this Agreement. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this Agreement exceed the sum of \$148,785 for the period of July 1, 2000 through June 30, 2001 and \$148,785 for the period of July 1, 2001 through June 30, 2002.

B. CONTRACTOR shall submit a grant request/expenditure report forms as provided by the COUNTY for any payments made under this Agreement.

3. **TERM** Agreement shall become effective as of July 1, 2000, and shall continue in effect through June 30, 2002.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

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

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

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

____/____.

A. Types of Insurance and Minimum Limits

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

_____.

(2) Automobile Liability Insurance for each of CONTRACTOR’S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by 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 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY *ef* /_____.

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:

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Initials: *ef* / *ICSA*
CONTRACTOR/COUNTY

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental 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.

Initials: J. C. [Signature]
CONTRACTOR/COUNTY

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 Agreement may be amended, modified or changed by written consent of both parties.

13. ATTACHMENTS. This Agreement includes the following attachments:

- Exhibit A: Program Responsibilities and Functions
- Exhibit B: Budget

Initials: /
CONTRACTOR/COUNTY

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
Human Resources Agency

By: Carol Frankel

Agency: Parents Center
Address: 530 Soavel Avenue
Santa Cruz, CA 95062
Telephone: 426-7322
Tax ID#: 94-23 0087 1

APPROVED AS TO INSURANCE:

By: Janet McKinley 6-12-2000
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

DISTRIBUTION:
Auditor-Controller
Contractor

N:\SS00\SA00\JODIE\Parents Center\CAPIT contract 00-02.doc

31 9

Initials: JCS
CONTRACTOR/COUNTY

EXHIBIT A
PROGRAM RESPONSIBILITIES AND FUNCTIONS

CHILD ABUSE PREVENTION, INTERVENTION & TREATMENT PROGRAM

PARENTS CENTER INC.

Under this Agreement, the Parents Center, Inc. agrees to the following:

1. Comply with the most current version of the Santa Cruz County “Standards of Accessibility for Latino Services” as provided by the Human Resources Agency.
2. Meet bi-annually with Adult, Family and Childrens Services (AFCS) Division staff to develop measurable outcomes for Child Abuse Prevention, Intervention & Treatment (CAPIT) Program activities.
 - a. Parents Center, Inc. staff will be responsible for developing, in partnership with AFCS staff, information gathering tools, such as client entrance and exit interview forms. These tools will be used to monitor measurable outcomes of CAPIT Program activities.
3. Provide quarterly activity reports which describe activities performed and quantities of services provided (e.g. number of clients served, hours of service provided); and which identify agencies and programs (e.g. Healthy Start) receiving services, in each of the program services components.
4. Provide the following scope of bilingual, English/Spanish, services in both North and South County in each of the program services components:
 - a. Individual, Family and Group Counseling
 - * provide 900 hours of professional counseling per quarter
 - * serve 250 children and parents per quarter
 - * conduct 3 on-going groups for highly stressed and/or abusive parents
 - b. Additional Direct Services to Families
 - * Parenting Classes to non-CWS clients
 - * Parenting Skills Instruction to non-CWS clients
 - * Follow-up Outreach Services to former CWS clients
 - * Parental Stress Counseling through 24-Hour Hotline
 - c. Community Education
 - provide 4-7 public presentations and trainings per quarter to schools, parent organizations, businesses, child care providers and other community groups
5. Provide the following CAPIT services through the “Healthy Families Collaborative” (a

collaboration with the Valley Resource Center, Familia Center, and Walnut Avenue Women's Center) and the South County Answers Benefiting Children (ABC) collaborative.

- a. Home visiting and parenting services to families with children aged 0 to 5 who are identified as being at risk of child abuse, neglect, or other serious parenting problems. Services will be provided to 162 unduplicated clients, including:
 - b. 1,320 hours of home visiting to families
 - c. Three additional parenting classes
 - d. Parent/Child "Together in the Park" workshops
 - e. Quarterly activity reports to the County will include descriptions of these activities **and** of the program and fiscal agreements between Parents Center and its subcontractors.

Initials: ,
CONTRACTOR/COUNTY

HRA COUNTY OF SANTA CRUZ

Agency: PARENTS CENTER

CAPIT BUDGET		FY 00-01	FY 01-02
SALARIES/BENEFITS			
Basic Account Codes			
7000 Salaries Total		\$84,532	\$87,365
7100 Employee Health/Retirement		8762	8900
7200 Payroll Taxes		8920	8920
TOTAL SALARIES/BENEFITS:		\$102,214	\$105,185
SERVICES/SUPPLIES			
8000 Professional Fees: Audit		1500	1200
8010 Indep. Prof. Consultants		4371	3600
8100 Supplies		3000	2400
8200 Telephone		4800	4800
8300 Postage & Shipping		600	600
8400 Occupancy Total		15600	14400
8500 Rent/Maintenance of Equip.		1200	1200
8600 Printing & Publications		1200	1200
8700 Travel & Transportation		3000	3000
8800 Conferences/Meetings		1200	1200
8900 Assistance to Individ.		0	0
9000 Membership dues		0	0
9100 Awards and Grants		0	0
9200 Interest Expense		0	0
9300 Insurance/Bond		3100	3000
9400 Miscellaneous		0	0
9600 Dist. of Program Costs		0	0
9691 Payment/Affiliated Orgs.		0	0
TOTAL SERVICES/SUPPLIES:		\$39,571	\$36,600
SUBCONTRACT			
Valley Resource Center		\$7,000	\$7,000
GRAND TOTAL EXPENSES:		\$148,785	\$148,785

31

Initials of CEM
Contractor/County