



County of Santa Cruz

HUMANRESOURCESAGENCY

1000 EMELINE ST., SANTA CRUZ, CA 95060
 (631) 4544130 OR 454-4045 FAX: (631) 454-4642
 CECILIA ESPINOLA, ADMINISTRATOR

July 25, 2000
 BOARD OF SUPERVISORS
 County of Santa Cruz
 701 Ocean Street
 Santa Cruz, CA 95060

Agenda: August 15, 2000

APPROVAL OF CHILD ABUSE PREVENTION COUNCIL CONTRACTS

Dear Members of the Board:

As you know, the Santa Cruz Children's Network is charged with making recommendations for prevention-oriented programs to be funded from the County Children's Trust Fund, which is supported by a percentage of local birth certificate fees. As part of its planning for the 2000/01 fiscal year, the Network Cabinet voted to designate a portion of the Fund in the amount of \$5,000 for projects sponsored by the Santa Cruz County Child Abuse Prevention Council (CAPC). The purpose of this letter is to seek your Board's approval of two contracts with CAPC as recommended by the Children's Network. Funds are already included in HRA/Family Relations Index for these activities. Copies of the contracts, which are summarized below, are on file with the Clerk of the Board.

Positive Parenting Panel Project (\$1,500)

This contract will provide support for three parenting education panels entitled "*Everything You Wanted to Know About Positive Parenting and Now Get to Ask.*" This is the continuation of a series of panels successfully initiated by CAPC during the last fiscal year. Interactive panel presentations and follow-up discussions are provided by professionals with expertise in child development and parenting skills and are offered to English and Spanish speaking parents throughout the County. Translation services and childcare are included to ensure that all parents can take advantage of the panels.

Camp Confidence Scholarships (\$3,500)

Camp Confidence/"*Express Yourself*" is a weeklong summer day camp program co-sponsored by the Santa Cruz City Schools and CAPC. Approximately 60 youngsters attend the camp which is held at Gault Elementary School. The emphasis of this day camp is on arts and crafts and other expressive activities to help children build confidence and

BOARD OF SUPERVISORS

2

Agenda: August 15, 2000**APPROVAL OF CHILD ABUSE PREVENTION COUNCIL CONTRACTS**

self-esteem. Trained counselors are on site to provide interactive support and encouragement of the campers. The proposed CAPC contract will provide 27 campership scholarships to low-income children so that they can participate in this very valuable experience.

IT IS THEREFORE RECOMMENDED that your Board approve contracts with the Child Abuse Prevention Council in the amount of \$1,500 to provide parent education panels, and in the amount of \$3,500 to provide campership scholarships for Camp Confidence summer day camp and authorize the Human Resources Agency Administrator to execute these contracts.

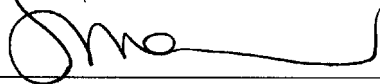
Very truly yours,



CECILIA ESPINOLA
Administrator

CE/MS(N:\HRA\board\CAPCcontracts-ltr.doc)

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
Children's Network
Child Abuse Prevention Council

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0229

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

FROM: _____ Human Resources Agency (Dept.)
William Aron (Signature) 7/27/00 (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, Santa Cruz County Child Abuse Prevention Council P.O.Box 855 Capitola 95010 (Name & Address)
- The agreement will provide 27 Children's Campership Scholarships for
C _____ a _____ m _____ l _____ p _____
- The agreement is needed to provide scholarships to low-income children
- Period of the agreement is from 8/7/2000 to ~~8/22/2000~~ 8/11/2000
- Anticipated cost is \$ 3,500 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: W-9 on file
Open Contact M. Shippen x 4419
- Appropriations are budgeted in 392400 (Index#) 5 2 1 0 (Subject)

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

Appropriations are available and have been encumbered. Contract No. 01881 Date 7/31/00
are not will be
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silen Deputy.

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

(Agency).

Remarks _____

(Analyst)
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 Crig. 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.
Slate 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
CHILD ABUSE PREVENTION COUNCIL:
CAMP CONFIDENCE SCHOLARSHIP PROJECT

THIS AGREEMENT is entered into this 1st day of July, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and the Santa Cruz County Child Abuse Prevention Council (CAPC), hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to provide twenty-seven (27) children's "campership" scholarships for the Camp Confidence/"Express Yourself" Children's Day Camp to be conducted at Gault Elementary School. The Camp Confidence Project is co-sponsored by CAPC, the Santa Cruz City School District and the Food & Nutrition Services Summer Lunch Program.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR a total of \$3,500 in accordance with Attachment A "Budget". Contractor shall be paid upon completion of the project on the basis of submission of a suitable invoice.
3. TERM. The term of this CONTRACT shall be August 7, 2000 through August 11, 2000.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving two weeks 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.

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

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 it's 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 the 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 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.

mn/ ms

- (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, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY.

_____/

B. Other Insurance Provision

- (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 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: Michelle Shippen, Director of Prevention and Early Intervention Services, Human Resources Agency, 1000 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:

Michelle Shippen, Director of Prevention and Early Intervention Services
Human Resources Agency
1000 Emeline Avenue
Santa Cruz, CA 95060

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, 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 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, 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/Disables Business Enterprises are available from the COUNTY general Services Purchasing Division.
 - (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 40 12) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
 - (3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
 - (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 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.

7. INDEPENDENT CONTRACTOR STATUS CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that

CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

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

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

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

9. NONASSIGNMENT CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than **five** (5) years after 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 of 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.

Initials MS /
Contractor/County

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:

Attachment A: Budget

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

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: Child Abuse Prevention Council

Signature: _____
Cecilia Espinola, Administrator

Signature: Marsia Nelson
Marsia Nelson, PhD

Address: P.O. Box 855

Capitola, CA 95010

Telephone: 83 1-425-3300

Tax ID#: 77-0165608

APPROVED AS TO INSURANCE:

By: Janet McKinley 7-25-2000
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

DISTRIBUTION: Auditor-Controller

MS(C:\contract-CAPC4.doc)

Attachment A
B U D G E T

The following budget represents total costs and revenues for Camp Confidence/"Express Yourself". The Santa Cruz County contract contribution for 27 campership scholarships totaling \$3,500 is included in the Income Section of the budget.

Expenses**Staffing**

Director	1,000
Assistant Director/Counselor	560
Teacher for tutor training & reading	900
Counselors (11 @ 230/ea)	2,530
Supervisors (2) (pre-camp orientation & 2 camp days)	1,440
Translators	140
Custodial	110
Helpers for lunches, etc.	180
Tutors	300
Presenters	250

Materials & Supplies

tents & outdoor equipment	130
materials/art supplies/storage	1,400
lunches, snacks	300
printing & parent booklets	130
books	150
parents componet misc.	145

TOTAL **9,665**

Income

Title I, SCCS	4,300
CAPC (14 camper scholarships)	1,865
County HRA (Children's Trust Fund) (27 camper scholarships)	3,500 **

TOTAL **9,665**

Initials: m n / m s
Contractor/County

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0237

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

FROM: _____ Human Resources Agency (Dept.)
Heather Brown (Signature) 7/22/00 (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, Santa Cruz County Child Abuse Prevention Council P.O.Box 855 Capitola 95010 (Name & Address)
- The agreement will provide 3 parenting education panels
- The agreement is needed, to support activities to prevent child abuse
- Period of the agreement is from 7/1/2000 to 6/30/2001
- Anticipated cost is \$ 1,500 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: W-9 on file
Contact Mr. Stephen M. Shippen #4419
- Appropriations are budgeted in 392400 5210 (Index#) (subject).

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

Appropriations are available and have been encumbered. Contract No. 20 01880 Date 7/31/00
are not will be
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silva Deputy.

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

Remarks: _____ (Analyst)
Agreement approved as to form. Date _____
County Administrative Officer
By D. D. D. D. D. Date 8/8/00

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - 0000
Co. Admin. Officer - Conroy
Auditor-Controller - Pink
Originating Dept. - Goldenrod
*To Crig. Dept. if rejected.

ADM - 29 (6/95)

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

29

INDEPENDENT CONTRACTOR AGREEMENT
CHILD ABUSE PREVENTION COUNCIL: POSITIVE PARENTING PANEL PROJECT

THIS AGREEMENT is entered into this 1st day of July, 2000, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and the Santa Cruz County Child Abuse Prevention Council (CAPC), hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to provide three (3) parenting education panels entitled 'Everything *You Wanted to Know About Positive Parenting and Now Get to Ask*'. Panels will be provided to residents of Santa Cruz County and will include: panel presentations; small group discussions; translation services for Spanish speaking attendees; and child care for children of parents attending panel presentations.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR the amount of \$500 per panel presentation, not to exceed \$1,500 total. Contractor shall be paid upon completion of each of the three panel presentations on the basis of submission of a suitable invoice.
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 two weeks 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.

Initials: mn / ms
Contractor/County

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 it's 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 the 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 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.

MN / MS

- (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.

Initials: MN / MS
Contractor/County

- (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.

B. Other Insurance Provision

- (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 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: Michelle Shippen, Director of Prevention and Early Intervention Services, Human Resources Agency, 1000 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:

Michelle Shippen, Director of Prevention and Early Intervention Services
Human Resources Agency
1000 Emeline Avenue
Santa Cruz, CA 95060

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

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, 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 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, 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/Disables 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 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.

7. INDEPENDENT CONTRACTOR STATUS CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that

CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

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

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

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

9. NONASSIGNMENT CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after 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 of 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.

Initials: MM / MS
Contractor/County

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:
- N/A

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: Child Abuse Prevention Council

Signature: _____
Cecilia Espinola, Administrator

Signature: Marsha Nelson
Mar& Nelson, PhD

Address: P.O. Box 855
Capitola, CA 95010

Telephone: 83 1-425-3300

Tax ID#: 77-0165608

APPROVED AS TO INSURANCE:

By: Jaret McKinley 7-25-2000
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

DISTRIBUTION: Auditor-Controller

MS(C:\contract-CAPC3.doc)

Initials: MM / MS
Contractor/Coun