



County of Santa Cruz

0439

HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator
1000 Emeline Avenue, Santa Cruz, CA 95060
(831) 454-4130 or 454-4045 FAX: (831) 454-4642

August 28, 2000

AGENDA: September 12, 2000

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA. 95060

APPROVAL OF VALLEY RESOURCE CENTER CONTRACT

Dear Members of the Board:

As you know, the Valley Resource Center operates a comprehensive program of family resource center services targeting families and children in the San Lorenzo Valley. Services such as information and referral, advocacy, school-based Healthy Start, home visiting, counseling, parenting skills and Welfare-to-Work assistance are provided by VRC staff and various non-profit and public agency staff co-located at the Center. In partnership with these agencies and the community, VRC is responsible for the overall coordination and integration of services. As part of the County's commitment to the development and support of the local family resource center initiative, your Board allocated \$30,000 in TANF incentive funds to support VRC services coordination for FY 2000/01. These funds are budgeted in the Human Resources Agency social services budget unit 392100. At this time, HRA is seeking your Board's approval of a contract with the Valley Resource Center to provide these services. A copy of the contract is on file with the Clerk of the Board.

IT IS THEREFORE RECOMMENDED that your Board approve a contract with the Valley Resource Center in the amount of \$30,000 for family resource center services.

Very truly yours,

CECILIA ESPINOLA
Administrator

CEMS

BOARD OF SUPERVISORS

Agenda: September 12, 2000

APPROVAL OF VALLEY RESOURCE CENTER CONTRACT

RECOMMENDED:



SUSAN A. MAURIELLO

County Administrative Officer

CC: County Administrative Office
Auditor Controller
HRA-Fiscal
Valley Resource Center

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0441

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

FROM: Human Resources Agency (Dept.)

[Signature] (Signature) 8/28/00 (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 Valley Resource Center, 321 Main St., Ben Lomond, CA 95005 (Name & Address)
2. The agreement will provide Family resource center - services to parents which promote and maintain two parent families
3. The agreement is needed to meet TANF Incentive ~~purpose~~ purpose 4
Pin #090032
4. Period of the agreement is from July 1, 2000 to June 30, 2001
5. Anticipated cost is \$ 30,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: W-9 on file. contact: Michelle Shippen x4419
7. App operations are budgeted in 392100 (Index#) 5 2 8 3 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 02240 Date 8/30/00
will be

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 ACHR Administrator to execute the same on behalf of the County of Santa Cruz

Human Resources Agency (Agency).

Remarks: *[Signature]* (Analyst)

County Administrative Officer
By *[Signature]* Date 8/30/00

Agreement approved as to form. Date _____

Distribution:

Bd of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Or ginoting Dept. - Goldenrod

* To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

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

_____ 19____ BY _____ Deputy Clerk

46

INDEPENDENT CONTRACTOR AGREEMENT
FAMILY RESOURCE CENTER COORDINATION

THIS AGREEMENT is entered into by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and the VALLEY RESOURCE CENTER, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to provide services to encourage the formation and maintenance of two-parent families in accordance with Attachment A (Scope of Work Plan).
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR an amount not to exceed the sum of \$30,000 in accordance with Attachment B (Budget). CONTRACTOR shall be paid upon submission of suitable quarterly invoices submitted by the 15th of the following month. Invoices shall reference PIN #090032.

In accordance with Attachment B (Budget), CONTRACTOR shall be permitted to make adjustments to the Budget provided that changes to any individual line item do not exceed 10% of the contract total. Adjustments totaling more than 10% of the contract total may be made upon prior written approval of the Human Resources Agency Administrator or his/her designee.

Submit invoices for payment to:

Human Resources Agency

Attn: Michelle Shippen, Director of Prevention & Early Intervention Services

1000 Emeline Ave.

Santa Cruz, CA 95060

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.
- 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.

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Initials: /
CONTRACTOR/COUNTY

- (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.

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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

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

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.

- A. 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.

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- (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (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. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS. 0447

- A. CONTRACTOR shall retain records to this Agreement for a period of not less than five (5) years after payment under this pertinent 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.
- B. CONTRACTOR agrees that whenever information related to the program funded under this Agreement appears in reports, the media or in publication, CONTRACTOR shall acknowledge the financial support of the County of Santa Cruz Board of Supervisors.

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: Scope of Work Plan
Attachment B: Budget

SIGNATURE PAGE

COUNTY OF SANTA CRUZ

CONTRACTOR

By: Human Resources Agency

By: Valley Resource Center

Signature: _____
Cecilia Espinola, Administrator

Signature: Evelyn Hengeveld-Bidmon
Evelyn Hengeveld-Bidmon

Address: 231 Main St.
Ben Lomond, CA 95005

Telephone: (831) 336-8895

Tax ID#: 77-0193866

APPROVED AS TO INSURANCE:

By: Janet McKinley 8-23-2000
Risk Management

APPROVED AS TO FORM:

By: Aime M. Scott
County Counsel

DISTRIBUTION: Auditor-Controller
Contractor

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SCOPE OF WORK PLANFY 2000-2001Agency: Valley Resource CenterProgram: Family Resource Center coordination**PROGRAM GOALS AND OBJECTIVES**

Contractor shall work toward achieving the following goals and accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed methods to focus on process and/or outcome.

Goal 1. Coordinate use of the VRC facility by public and private agencies providing access to social services to San Lorenzo Valley residents

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD OF EVALUATING PROCESS AND/OR OUTCOME OF OBJECTIVE(S)
Objectives: A. Provide agency timesharing of office space for 10 agencies, five days/week for one year.	Maintain MOUs with Westside Health Clinic, WIC , Family Services Assn., Youth Services, Career Works, HRA CalWORKS and Medical Eligibility, Private therapists, Homeless Person's Health Project, and Cabrillo College.	7100-6101	Report on number of clients served through partner agencies.
B. Pursue opportunities for additional agency timesharing	Executive Director will utilize networking within existing social services programs to identify appropriate partnerships.	Ongoing	Conduct annual needs assessment with staff, partner agencies, VRC board and VRC Community Advisory Board to address emerging issues.
C. Continue to act as clearinghouse for public/private agencies proposing programs, grant opportunities, partnerships, and/or additional concepts to increase accessibility to services for SLV/SV residents.	Participate in collaborative partnerships including United Way CAP, SLV Collaborative, Together for Youth, FRCN, What Works Steering Committee, Children's Network and others as opportunities emerge.		Maintain process of reporting progress of community collaboratives to the VRC Board of Directors, staff, volunteers and community at large. Report quarterly on hours spent participating in collaboratives.

0449

Initials: CEH/B.1 M.S.
CONTRACTOR/COUNTY

Goal 2. Maintain and increase level of access to services available to SLV/SV residents

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING PROCESS AND/OR OUTCOME OF OBJECTIVE(S)
Objective: Maintain and increase community outreach/ information to SLV/SV residents on current programs, community resources, volunteer opportunities, and neighborhood development activities.	Publish and distribute newsletter to 3500 households on a quarterly basis to inform community about services and opportunities associated with VRC activities. Ensure press coverage of matters of social importance as they relate to services through press releases and articles (at least one per quarter).	8100, 11100, 2/00, 5100 Ongoing	Quarterly Reports on newsletters distributed. Annual telephone survey is conducted with the Phone-A-Thon.

Goal 3. Manage and supervise all VRC programs to ensure efficient provision and high quality of services. Provide system and structural support to guarantee seamless provision of services through all VRC and associated programs.

Objectives: A. Provide time and opportunity for fluid exchange of information between programs and to other agencies.	Hold biweekly staff meetings to exchange information and ideas.	Ongoing	Track staff meetings and record minutes. Report quarterly. Conducting annual staff and Board evaluation of Executive Director.
B. Meet with program managers on a bi-weekly basis to problem solve and guarantee cross program communication.	Ongoing meeting with program managers, program staff, VRC board and other interested parties.	Biweekly	Conduct annual agency evaluation, using the Principals of Family Support practice tool as a guideline.

Goal 4. Provide advocacy for children and families at all San Lorenzo Valley elementary schools, and at Valley Resource Center facility.

Objectives: A. Maintain family advocate and family center at all SLV school sites and at VRC site.	One full-time family advocate will operate out of the family center at each of the 4 school campuses for 48 weeks per year, and 1 FTE advocate at VRC site. Assess need and refer families to job training,	7/00 – 6/01	Maintain timecards for all advocates Report quarterly Measure number of activities linking families to services and resources. Report quarterly
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0450

B. Provide advocacy and linkage with various community services and agencies.	education , childcare and other services needed for family self sufficiency. Advocate with community CBOs for basic needs such as food, clothing, and housing assistance	Ongoing	
C. Provide ongoing case management	Develop family plans. support family in achieving goals, follow up, review plan and reassess as needed:	Ongoing	Advocate evaluates with family if goal is met, partially met, or not met on an ongoing basis. Evaluate (aggregated) improvements using surveys of parents, teachers and other school staff. Phase in use of the Family Matrix tool. A complete report will be presented annually.

Goal 5. Encourage and support parents in developing leadership, employment, and parenting skills.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING PROCESS AND/OR OUTCOME OF OBJECTIVE(S)
Objectives: A. Facilitate parents organizing parent meetings, taking responsibility for program components such as design, fundraising, and advocating for change. B. Provide an environment in which parents develop leadership abilities and marketable skills through a wide range of activities.	Facilitate the development of parent led meetings where parents determine and implement their goals and objectives – i.e. participating on the VRC Community Advisory Board. Encourage and support parents to volunteer in parent teacher organizations, Healthy Start offices, classrooms, VRC programs and community based organizations to develop skills and build community connections.	Minimum of 2 meetings quarterly. Ongoing 7/00 – 6/01	Track number of parent meetings and events held. Report quarterly Track number of parent volunteer hours at Healthy Start sites measure number of activities which link parents to volunteer opportunities.

BUDGET

Fiscal Year: 00101 Agency: Valley Resource Center
 Program: Family Resource Center Support

Basic Account Codes	Projected Total Agency Budget FY 00/01	Proposed Program Budget FY 00101
SALARIES/BENEFITS		
7000 Salaries Total	\$499,201	\$21,668
7100 Employee Health/Retirement	\$37,924	\$401
7200 Payroll Taxes	\$49,856	\$1,951
TOTAL SALARIES/BENEFITS:	\$586,981	\$24,020
SERVICES/SUPPLIES		
3000 Contract Fees: Audit/Acctng	\$12,845	\$1,803
3010 Purchased Services	\$15,040	
8100 Supplies	\$9,885	
6200 Telephone	\$8,600	\$1,070
8300 Postage & Shipping	\$5,000	
8400 Occupancy Total	\$39,141	\$2,000
8500 Rent/Maintenance of Equip.	\$400	
8600 Printing & Publications	\$10,200	
8700 Travel & Transportation	\$6,590	
8800 Conferences/Meetings	\$4,400	
8900 Assistance to Individuals	\$0	
9000 Membership Dues	\$500	
9100 Gifts and Awards	\$8,500	
9200 Interest Expense	\$0	
9300 Insurance/Bond	\$7,750	\$1,107
9400 Miscellaneous	\$26,273 (1)	
9600 Dist. of Program Costs	\$0	
9691 Payment/Affiliated Orgs.	\$250	
TOTAL SERVICES/SUPPLIES:	\$155,374	\$5,980
GRAND TOTAL EXPENSES:	\$742,355	\$30,000 (2)

(1) This figure reflects funds allocated to build a Reserve Account to ensure VRC's financial stability.

(2) This represents only the portion of the program funded through this contract. Actual program costs exceed \$65,000.

46